



Request for Proposal

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

SOLICITATION NUMBER: ADSP012-00001277

DESCRIPTION: The State of Arizona, on behalf of the Arizona Commission for the Deaf and Hard of Hearing (ACDHH), invites sealed proposals from qualified firms for outsourced, statewide Arizona Relay Services (AZRS). AZRS allows residents of Arizona who are deaf, hard of hearing, late-deafened, deaf-blind, or who have speech disabilities to have full access to telecommunication services in a manner that is functionally equivalent to that enjoyed by people who can hear and speak. The AZRS must be available 24 hours a day, 7 days a week in English and in Spanish. The designated call center assigned to be the AZRS primary call center must handle 60% of AZRS calls each month, and may be located in, or outside of, Arizona. All AZRS calls must be handled within the 48 contiguous states.

PRE-OFFER CONFERENCE: A prospective offerors conference will not be held. Offerors are encouraged to thoroughly read all aspects of the solicitation.

DUE DATE AND TIME: Offers shall be received until 3:00 p.m. MST, January 10, 2012.

SUBMITTALS: Sealed offers in response to this solicitation shall be submitted within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). The due date and time are indicated in ProcureAZ as the Bid Opening Date. Late submittals will not be considered. Offers received by the due date and time will be electronically opened. Offers submitted outside of ProcureAZ, or those that are received after the due date and time, shall be rejected.

Bidders shall copy and save ProcureAZ attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately renamed Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the attachments.

Additional information regarding submittal instructions are located within this document in the following sections: Special Instructions to Offerors and Uniform Instructions to Offerors.

QUESTIONS: Inquiries regarding the solicitation are encouraged to be submitted online through ProcureAZ using the Q&A tab.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



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Special Instructions to Offerors

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1 DEFINITIONS

- 1.1. **ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- 1.1.1. *"Allow Electronic Quote"* means an indicator, signifying whether or not offers may be submitted in ProcureAZ.
 - 1.1.2. *"Alternate Id"* means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.
 - 1.1.3. *"Amendments"* means solicitation amendments.
 - 1.1.4. *"Attachments"* means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.
 - 1.1.5. *"Available Date"* means a data field, in which may contain the date that the solicitation was published.
 - 1.1.6. *"Bid"*, depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.
 - 1.1.7. *"Bid Method"* means the type of solicitation process being conducted.
 - 1.1.8. *"Bid Number"* means the solicitation's identification number.
 - 1.1.9. *"Bid Opening Date"* means the date and time that offers are due.
 - 1.1.10. *"Bid Solicitation"* means solicitation.
 - 1.1.11. *"Bid Type"* means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).
 - 1.1.12. *"Bill-to Address"* means the department address where invoices occurring under any resulting contract may be billed.
 - 1.1.13. *"Bulletin Description"* means a data field, in which may contain additional information regarding the scope of the solicitation.
 - 1.1.14. *"Buyer"* means procurement officer.
 - 1.1.15. *"Department"* means the customer for whom the solicitation is being done.
 - 1.1.16. *"Description"* means the solicitation's title.
 - 1.1.17. *"Fiscal Year"* means the State Fiscal Year in which the solicitation was initiated.
 - 1.1.18. *"Header Information"* means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.
 - 1.1.19. *"Info Contact"* means a data field, in which may contain the contact information of a person to whom inquiries are to be directed.
 - 1.1.20. *"Item information"* means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.
 - 1.1.21. *"Location"* means the specific customer, within the department, for whom the solicitation is being done.



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- 1.1.22. *"Organization"* means the state agency under whose authority the solicitation is being conducted.
- 1.1.23. *"Pre Bid Conference"* means pre-offer conference.
- 1.1.24. *"Print Format"* means the format of the solicitation's print output.
- 1.1.25. *"Purchase Method"* means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.
- 1.1.26. *"Quote"* means offer.
- 1.1.27. *"Required Date"* means a data field, in which may contain the date that the materials, services or construction are needed by the State.
- 1.1.28. *"Ship-to Address"* means the department address where materials, services or construction purchased under any resulting contract may be billed.
- 1.1.29. *"Type Code"* means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.
- 1.1.30. *"Purchaser"* means procurement officer.

2 PRE-OFFER CONFERENCE

- 2.1. A Pre-Offer Conference will not be held.

3 INQUIRIES

- 3.1. All questions related to this Request for Proposal are encouraged to be submitted through ProcureAZ using the Q&A tab. Any other contact shall be directed to Bambi Brenden at bambi.brenden@azdoa.gov. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.
- 3.2. Offerors shall not contact the employees of the using Agency concerning this procurement while the proposal and evaluation are in process.
- 3.3. All questions related to this Request for Proposal shall be submitted as soon as possible and should be submitted no later than January 3, 2012. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

4 PREPARATION / SUBMISSION OF OFFER

- 4.1. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form (Page 1 of this solicitation).

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically with the submitted bid no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the offer.
- 4.2. Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.
- 4.3. Confidential Information. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be clearly identified within the proposal as confidential wherever it appears. The Offeror shall submit in a clearly identified separate section, a list of all information believed to be confidential and the location within the offer. This document shall be attached to the offeror's proposal as an Adobe Acrobat (.pdf) file and entitled "[Company Name] – Confidential Information". The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is



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denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616.

4.4. Offer Forms. Offers shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offer Form Instructions may result in rejection of Offer.

- Response Form I - Offer and Acceptance Form
- Statement of Work
- Response Form II - Complete Pricing to be submitted in ProcureAZ
- Response Form III - Offeror's Key Personnel
- Response Form IV - Offeror's References
- Response Form V - Offeror's Proposed Subcontractors
- Response Form VI - Questionnaire
- Response Form VII – Functional and Technical Requirements

4.5. Price Submission.

4.5.1. Offerors are to submit their pricing in the State's eProcurement system (ProcureAZ). The Offeror shall complete Response Form 1 and submit electronically with the offer no later than the offer due date and time. The value of \$1.00 must be entered in each Line Item unit price field to ensure the offer is accepted by the system.

4.6. Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

4.7. Acceptable Formats. All documents submitted in response to this solicitation shall be electronically submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

4.8. ProcureAZ. Offers in response to this solicitation shall be submitted within the State's online eProcurement system, ProcureAZ (<https://procure.az.gov>). Offers shall be received before the due date and time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside the ProcureAZ system, or those that are received after the due date and time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600) prior to the solicitation due date and time.

5 EVALUATION

5.1. In accordance with the Arizona Procurement code § 41-2534, Competitive Sealed Proposals, award(s) shall be made to the responsible offeror(s) whose offer is determined in writing to be the most advantageous to the State based upon the evaluation factors listed below. The evaluation factors are listed in their relative order of importance.

- Statement of Work Requirements
- Capacity of Offeror
- Cost; and
- Conformance to Terms and Conditions and Instructions

5.2. Opening. Offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.

5.3. Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.



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- 5.4. Discussions. As provided by A.A.C. R2-7-C314, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for Final Proposal Revision. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.
- 5.5. Presentations. Offeror should be prepared to conduct a 30 minute presentation of proposed services. The presentations will be held in the ACDHH boardroom which has a projector and large projector screen along with VGA, WIFI, and direct internet connectivity. If requested, the State can also provide the following services for the presentation: CART - Communication Access Real Time Translation Services and/or ASL Interpreting Services.
- 5.6. Responsibility, Responsiveness and Acceptability.
- 5.6.1. In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, State shall consider the following in determining Offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- 5.6.2. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.
- 5.7. Exceptions.
- 5.7.1. Any exceptions included with the offer shall be submitted in a clearly identified separate section of the offer in which the offeror clearly identifies the specific paragraphs of the solicitation where the exceptions occur. This document shall be attached to the offeror's proposal as an Adobe Acrobat (.pdf) file and entitled "[Company Name] – Exceptions". Any exception not included in such a section shall be without force and effect in any resulting contract unless specifically accepted by the Procurement Officer, in writing.
- 5.7.2. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting contract. Any exceptions contained in the offer may negatively affect the proposals evaluation based on the evaluation criteria. An offer that takes exception to any material requirement may be deemed non-responsive.
- 5.8. Final Proposal Revisions. If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

6. AWARD

- 6.1. Contract Award. The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible Offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and sub factors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchange with Offerors after receipt of a proposal does not constitute a rejection of counteroffer by the State.



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- 6.2. Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 6.3. Contract Implementation Meetings: Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State's and Contractor's staff and representatives attend. The State reserves the right to decline conference call attendance or participation.

7. TENTATIVE SCHEDULE In order to assist Offerors in scheduling, the following dates are provided as a tentative schedule:

December 2, 2011	Issue Solicitation
December	Issue Amendment (if required)
January 3, 2012	Questions Due
January 10, 2012	Proposals Due
January	Committee Evaluation
February	Schedule Presentations
February	Presentations
March	Award Contract



Uniform Instructions to Offerors

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1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Offer"* means bid, proposal or quotation.
- 1.8. *"Offeror"* means a vendor who responds to a Solicitation.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 1.12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.



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- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.



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3.9. Provision of Tax Identification Numbers.

3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.9.2. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.12.1 Special Terms and Conditions;

3.12.2 Uniform Terms and Conditions;

3.12.3 Statement or Scope of Work;

3.12.4 Specifications;

3.12.5 Attachments;

3.12.6 Exhibits;

3.12.7 Special Instructions to Offerors;

3.12.8 Uniform Instructions to Offerors; and

3.12.9 Other documents referenced or included in the Solicitation.

3.13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.



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- 3.15. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer

- 4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
- 4.3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- 4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.



Uniform Instructions to Offerors

State of Arizona
State Procurement Office
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5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

- 5.7.1 Waive any minor informality;
- 5.7.2. Reject any and all Offers or portions thereof; or
- 5.7.3 Cancel the Solicitation.

6. Award

- 6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1. The name, address and telephone number of the protester;
- 7.2. The signature of the protester or its representative;
- 7.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5. The form of relief requested.

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Statement of Work

State of Arizona
State Procurement Office
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1. INTRODUCTION

1.1 Introduction and Background

- 1.1.1. In 1986, the State of Arizona legislature established the provision of “a dual party relay system making all phases of public telephone service available to persons who are deaf or severely hearing or speech-impaired”. The State is permitted to establish standards and requirements that exceed the Federal requirements for TRS and does so in some parts of this RFP. The State reimburses the TRS Contractor for intrastate relay services and associated outreach and marketing based on contracted rates.
- 1.1.2. The Arizona Commission for the Deaf and Hard of Hearing (ACDHH) has responsibility for the oversight and administration of the Arizona Relay Service (AZRS). Funding for the AZRS is derived from the telecommunication services excise tax levied under Section 42-5252, subsection A, paragraph 4. Monies in the fund are subject to quarterly review by the Joint Legislative Budget Committee.
- 1.1.3. It is often said that telecommunications relay services is for everyone. That is because any resident of Arizona who is deaf, hard of hearing, late-deafened, deaf-blind, or speech impaired – and who uses special telecommunications equipment or service - is entitled to communicate by telephone with anyone else. Relay users are a diverse population.
- 1.1.4. It is estimated that the State’s deaf, hard of hearing, and speech disabled population is approximately 700,000; It is expected to grow as baby boomers are retiring and relocating to Arizona. Within these numbers, the subsets of people with hearing loss or speech disability who are Native American or who are Spanish-speaking is not known.

2. STATEMENT OF WORK

2.1. Scope and Objectives of Contract

- 2.1.1. The Contractor shall adhere to all minimum standards and regulations relating to Telecommunications Relay Services (TRS) found in 47 C.F.R. 64.601 through 64.604.

2.2. Functional and Technical Requirements

- 2.2.1. Telecommunications Relay Service: Telecommunications Relay Services (TRS) is a telephone service that allows persons with hearing or speech disabilities to place and receive telephone calls using communications assistants (CAs) to facilitate the calls.
- 2.2.2. Captioned Telephone Service: Captioned Telephone Service (CTS) is used in connection with a standard analog telephone line as an enhanced VCO service that allows the voice of one party to be converted to text for display on compatible display phones. Traditionally CTS devices and services allow translation at faster speeds than available from normal typing by processing the voice of one party using speech recognition software for captioning assistance. The captions supplement what the captioned telephone user is able to hear. The user speaks directly to and is heard by the other party.

2.3. AZRS Outreach and Marketing Staff and Activities

- 2.3.1. The Contractor shall develop a detailed ‘Arizona Relay Service Outreach and Marketing Plan’ with an annual reimbursable spending budget of \$300,000. The purpose of the Plan is to educate all residents of Arizona about the AZRS.
- 2.3.2. The Plan shall include both an annual plan and a 12-month monthly plan, each of which shall identify specific goals, activities, and targeted populations. It must reflect balanced outreach to all segments of the AZRS user population, regardless of the size of the segment.
- 2.3.3. The Plan, with methods for quantifiable measures of results, shall include, but not be limited to, specific details appropriate for each of the following:
 - 2.3.3.1. Native American residents of Arizona.
 - 2.3.3.2. Spanish-speaking residents of Arizona.
 - 2.3.3.3. Large and small businesses in Arizona to promote an understanding of AZRS as being good for business. Plan shall include the key messages and methods for statewide execution.



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- 2.3.3.4. School age children, their teachers, and families to help classmates of children who are deaf, hard of hearing, or speech disabled to learn about and be comfortable with relay conversations with friends.
- 2.3.3.5. Senior citizens who are deaf, hard of hearing, late-deafened, or deaf-blind and their families and caregivers.
- 2.3.3.6. Speech-to-Speech users.
- 2.3.4. The Plan shall identify personnel who will be engaged exclusively in AZRS outreach and marketing activities in Arizona. The Plan along with the skills, knowledge, and experience of personnel shall include:
 - 2.3.4.1 Demonstrated knowledge of all modalities and combinations of modalities of relay service, including Speech-to-Speech, and use of each type of device to access it.
 - 2.3.4.2. Knowledge of the Americans with Disabilities Act, including Title IV. Knowledge of FCC Rules on TRS.
 - 2.3.4.3. Knowledge of requirements for telecommunications access by local, county, and state government.
 - 2.3.4.4. Appropriate protocols, abbreviations, courtesies, and the concept of user control expected in relay service.
 - 2.3.4.5. Familiarity with appropriate procedures for filing a complaint and its escalation if necessary.In addition to the above, AZRS Outreach staff will:
 - 2.3.4.6. Promote the use of Caller Profiles and assist users in preparing them.
 - 2.3.4.7. Train AZRS users in appropriate procedures for accessing E9-1-1 services directly and/or through relay and the advantages and disadvantages of each approach.
 - 2.3.4.8. Explain Carrier of Choice and how to provide this information to the AZRS.
- 2.3.5. The Plan must reflect that collectively, personnel are able to represent a State program and communicate appropriately in person with the culturally and linguistically diverse range of people who use AZRS. The Plan must also describe how all Outreach and Marketing personnel can be contacted directly by email, fax, phone, STS, TTY, and videophone - in both English and Spanish.
- 2.3.6. The Plan must detail how consumer feedback (complaints, compliments, new ideas for service and technology) will be documented, tracked, resolved, and reported to the State and, through the state, to the FCC.
- 2.3.7. The contractor is responsible for ensuring the security of equipment and supplies and the State will not pay for replacement of that which is lost or stolen.
- 2.3.8. The Plan shall include a description of the Contractor's anticipated arrangements for security of equipment and supplies.
- 2.3.9. The annual reimbursable spending budget of \$300,000 may include the following allowable expenses:
 - 2.3.9.1. Salaries for two full-time Outreach and Marketing personnel. Both personnel must devote 100% of work time to AZRS.
 - 2.3.9.2. Intrastate-travel costs associated with Outreach and Marketing expense which shall not exceed rates paid by the State of Arizona for state employees.
 - 2.3.9.3. The cost of printing brochures, other media and an AZRS newsletter published four times a year consisting of 4 pages, 8-1/2" x 11". The ACDHH presently has a mailing list of approximately 3000. Offeror needs to anticipate this number will grow. Newsletters may be distributed in print and/or electronically.
 - 2.3.9.4. Postage for the newsletter and sending other information upon request by AZRS users or potential users. A number sufficient to meet demand for each brochure, newsletter, and other media must be available in large print and Braille.
 - 2.3.9.5. Telephone, internet and broadband service.
 - 2.3.9.6. Assistive listening devices/systems.
 - 2.3.9.7. Office equipment (computers, software, printer, fax machine, copier, telecommunications devices, video relay equipment)
 - 2.3.9.8. AZRS website design and/or updates



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- 2.3.9.9. The cost to make copies of previously prepared, communicatively accessible videos on use of relay service. Note that the cost of production of such videos is not an allowed expense.
- 2.3.9.10. Office equipment maintenance.
- 2.3.9.11. Maintain AZRS social media accounts.
- 2.3.9.12. Help promote Arizona Telephone Equipment Distribution Program (AZTEDP) as requested by ACDHH Agency Director.

3. IMPLEMENTATION MEETINGS:

- 3.1. The Contractor is required to participate in AZRS project implementation and coordination meetings as often as determined by the State to ensure timely transition and implementation. At the State's option, these meetings, as well as continuing status report meetings, may be held at State's facilities, the Contractor's facilities, and/or the Contractor's AZRS Call Center.
- 3.2. Requirements and procedures for customer billing, invoicing, reporting, and service level agreements will be discussed during the implementation meetings.
 - 3.2.1. Required reporting data from TRS Center's CDR and any other data collection source used by the vendor focusing on the areas shown in Appendix A – Reporting Matrix. The State will determine which reports are needed and the frequency for each report.
 - 3.2.2. If required by the State, Service Level Agreements (SLAs) may be done for the levels of service shown in Appendix B.



Special Terms and Conditions

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1. DEFINITIONS

- 1.1. ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- 1.1.1. "Actual Cost" means the total value of all items and their extended quantities.
- 1.1.2. "Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.
- 1.1.3. "Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.
- 1.1.4. "Buyer" means procurement officer.
- 1.1.5. "Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.
- 1.1.6. "Contact Instructions" means the contact information for the procurement officer.
- 1.1.7. "Control Code" is an optional field and means an identification characteristic of the contract.
- 1.1.8. "Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.
- 1.1.9. "Department" means the customer for whom the solicitation or contract was conducted for.
- 1.1.10. "Discount %" is an optional field and means the standard discount applied to all items.
- 1.1.11. "Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.
- 1.1.12. "Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.
- 1.1.13. "Freight Terms" means how freight will be charged under the contract.
- 1.1.14. "Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.
- 1.1.15. "Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.
- 1.1.16. "Location" means the specific customer, within the department, for whom the solicitation or contract was done.
- 1.1.17. "Master Blanket/Contract Begin Date" means the date that the contract starts.
- 1.1.18. "Master Blanket/Contract End Date" means the date that the contract ends.
- 1.1.19. "Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.
- 1.1.20. "Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.



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- 1.1.21. "Master Blanket Purchase Order" means the contract, indicating that the contract will be in effect over a stated period of time.
- 1.1.22. "Minor Status" is an optional data field and means a type of status indicator of the contract in ProcureAZ.
- 1.1.23. "Organization" means the state agency under whose authority the solicitation or contract was conducted.
- 1.1.24. "Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.
- 1.1.25. "Pcard Enabled" is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.
- 1.1.26. "PO Acknowledgement" means the list the notifications to the Contractor and their acknowledgements of these notices.
- 1.1.27. "PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.
- 1.1.28. "Print Dest Detail" is an optional data field and means a print format applicable to orders under the contract.
- 1.1.29. "Print Format" means the format of the solicitation or contract print output.
- 1.1.30. "Project No." is an optional field and means an identification characteristic of the contract.
- 1.1.31. "Purchase Order" means contract.
- 1.1.32. "Purchase Order Number" means the contract's identification number.
- 1.1.33. "Purchaser" means procurement officer.
- 1.1.34. "Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.
- 1.1.35. "Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.
- 1.1.36. "Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.
- 1.1.37. "Retainage %" is an optional field and means the amount of the contract's value that is retained.
- 1.1.38. "Shipping Method" means the method of shipping to be used under the contract.
- 1.1.39. "Shipping Terms" means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.
- 1.1.40. "Short Description" means the contract's title.
- 1.1.41. "Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.
- 1.1.42. "Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.
- 1.1.43. "Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.
- 1.1.44. "Vendor" means Contractor.



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2. Contract.

- 2.1. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 2.2. Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

3. Contract Type: The contract shall be firm fixed price, indefinite quantity.

4. Eligible Agencies. This contract shall be for the exclusive use of the Arizona Commission for the Deaf and the Hard of Hearing (ACDHH).

5. Term of Contract (Sole Option). The term of the contract shall commence upon award and shall remain in effect for the period of three (3) years unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the State of Arizona shall have the right, at its sole option, to renew the contract for two additional one-year periods. In the event that the State exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original contract shall apply unless otherwise allowed.

6. Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

7. Changes (Fixed Price). The State reserves the right to request, during the term of the Contract, changes to the services offered. New services introduced by the Contractor that are not FCC mandated during the term of the Contract shall be considered through a formal competitive review process.

8. Price Adjustment (After One Year).

- 8.1. The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of the renewal date of the contract. The requested increases shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered.
- 8.2. The request shall be submitted at least 45 days prior to the contract renewal date and shall be a factor in the extension review process.
- 8.3. Failure to submit the request within the stated timeframe and/or failure to supply adequate information with the request may result in the State not considering the request.
- 8.4. The State, at its sole option shall determine whether the requested price adjustment or an alternate option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment. If approved by the State, the Contractor shall make available all electronic and hard copy catalog/price list updates at no additional cost to the State.

9. Price Reduction. Price reductions may be submitted to the State for consideration at any time during the contract period. The Contractor shall make a written request for a price reduction which the State may accept, at the State's sole option.

10. Appropriation of Funds. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this



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paragraph.

8. Pandemic Contractual Performance.

- 8.1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.
- 8.2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s). The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.

- 9. Licenses:** The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

10. Key Personnel.

- 10.1. It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed without the prior written notice to the State Procurement Office and must be adequately replaced at the time of such removal.
- 10.2. The Contractor shall ensure that all personnel performing services under this contract are competent and knowledgeable of the contractual requirements. The contractor shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions. The State reserves the right to require the immediate removal of any employee, agent, or subcontractor who the state believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

- 11. Subcontractors.** By The contractor shall not use subcontractors to perform the services unless specifically authorized in writing by the State.

12. Performance Bond.

- 12.1. The contractor shall furnish an irrevocable security in the amount of \$150,000 payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.
- 12.2. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within five (5) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and the contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.
- 12.3. The performance bond shall be provided solely by one or more surety companies holding a Certificate of Authority to transact surety business in this State issued by the Director of the Department of Insurance pursuant to A.R.S. 20, Chapter 2, Article 1. The surety bond shall not be executed by individual surety or sureties, even if the requirements of A.R.S. §7-101 are satisfied (reference Exhibit 1).

- 13. Suspension or Debarment Certification.** By signing the offer section of the Offer and Acceptance page, the bidder or



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Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

14. Ownership, Title to 8XX Numbers, and Rights in Data/Caller Profile Database.

- 14.1. The current and future toll free 8xx numbers used to call the Arizona Relay Service shall belong to the State even though all costs (including usage costs) associated with those numbers shall be borne by the Contractor.
- 14.2. The data contained in each customer's Caller Profile is the sole property of the customer who has registered it. Neither the Contractor, nor the State, nor any other entity shall have any ownership rights to the data. The Contractor shall have custodial responsibility for the data during the term of the Contract. The database in which all Caller Profiles reside is the sole property of the Contractor.
- 14.3. The use of the relay service Caller Profile data by the State shall not be diminished or limited by the Contractor in any manner. The ability of the Contractor to access the AZRS Caller Profile database shall not in-and-of-itself grant the Contractor proprietary rights to the data. The Contractor shall provide the Caller Profile data to another Contractor at the State's demand in a timely manner in order to facilitate a timely transition of services. The Contractor and the State shall treat all AZRS Caller Profile information as confidential in a manner consistent with the terms of this Contract.

15. IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. §41-3531 and §41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

16. Payment.

- 16.1. The Contractor shall be responsible for directly obtaining reimbursement from the NECA TRS Fund or equivalent FCC approved fund for calls described in the Statement of Work as reimbursable from that fund. Inability of the Contractor to be paid from that fund shall not obligate the State to pay for those services.
- 16.2. Reimbursement for State approved Outreach and Marketing activities as identified in the Statement of Work at State approved rates and costs, up to \$300,000 annually, shall be reimbursed by the State on a monthly basis separately from and in addition to the State's payment for the conversation minutes of TRS and CTS.

17. Taxes.

- 17.1. Applicable Taxes: The State will pay only the rate and/or amount of taxes identified in the offer and in any resulting contract.
- 17.2. Tax Indemnification: Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the state harmless from any responsibility for taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 17.3. IRS W9 Form: In order to receive payment under any resulting contract, contractor must have a current I.R.S. W9 Form on file with the State of Arizona, Department of Administration, General Accounting Office.

18. Confidentiality (End-users). The contractor shall keep confidential all information concerning individual end-users. Contractor shall not, under any conditions, resell, transfer or convey information about end-users to any third party. Contractor shall not retain or reuse information about the end-users in their own operations.

19. Transition Period. If the Contract is not renewed at the end of the term, or is terminated prior to the completion of the term, or if the work on a portion of the contracted services is terminated for any reason, the Contractor must provide for a reasonable period of time leading up to and after the expiration or termination of the Contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance.



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20. INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Damage (Any one fire)	\$ 500,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.



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Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, **agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor**".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Statement of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **(Arizona Department of Administration, State Procurement Office located at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



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E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona Department of Administration, State Procurement Office located at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.



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- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or



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4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
 - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 6.4.2. Force Majeure shall not include the following occurrences:
 - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in



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accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination.

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Response Form I Offer and Acceptance

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

Phone:

Federal Employer Identification No.:

Fax:

Email:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ **IS NOT** a small business with less than 100 employees or gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, statement of work requirements, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

_____ day of _____ 20____

Procurement Officer



Response Form II Price Sheet

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

Pricing shall be submitted electronically on ProcureAZ as part of the offer submission. The Offeror shall complete this form and submit electronically with the offer. The value of \$1.00 must be entered in each Line Item unit price field to ensure the offer is accepted by the system. Offeror's Unit Price shall be all inclusive. This includes all work required to operate AZRS, equipment, personnel, facilities, software, features and services. Tax shall be shown separately. The unit of measure is per conversation minute.

Item No.	Item Description – Years 1, 2 and 3	Unit of Measure	Unit Price	Applicable Tax
1	Telecommunication Relay Services (Text Telephone (TTY); Text-To-Voice; Voice Carry Over (VCO); Hearing Carry Over (HCO); Speech-To-Speech Relay; Video Relay; Spanish Relay; 7-1-1 Access to TRS	Conversation Minute	\$	\$
2	Telephone Services	Conversation Minute	\$	\$
3	Outreach and Marketing Reimbursement	Monthly	\$	\$

Item No.	Item Description – Year 4	Unit of Measure	Unit Price	Applicable Tax
1	Telecommunication Relay Services (Text Telephone (TTY); Text-To-Voice; Voice Carry Over (VCO); Hearing Carry Over (HCO); Speech-To-Speech Relay; Video Relay; Spanish Relay; 7-1-1 Access to TRS	Conversation Minute	\$	\$
2	Telephone Services	Conversation Minute	\$	\$
3	Outreach and Marketing Reimbursement	Monthly	\$	\$

Item No.	Item Description – Year 5	Unit of Measure	Unit Price	Applicable Tax
1	Telecommunication Relay Services (Text Telephone (TTY); Text-To-Voice; Voice Carry Over (VCO); Hearing Carry Over (HCO); Speech-To-Speech Relay; Video Relay; Spanish Relay; 7-1-1 Access to TRS	Conversation Minute	\$	\$
2	Telephone Services	Conversation Minute	\$	\$
3	Outreach and Marketing Reimbursement	Monthly	\$	\$



Response Form III Offeror's Key Personnel

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume.

Position

Employee Name

Current Information

Position Currently Held in Firm:	
Years With Firm:	
Years in Current Position:	
Years Experience in Role Under This Contract:	
Percentage of Employee's Time Dedicated to This Contract:	%

Related Experience

Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.



Response Form IV Offeror's References

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

Offeror shall submit a separate Response Form III for a minimum of three (3) verifiable professional references to which the Offeror provided services similar in scope to those described in this solicitation.

Reference Information

Organization Name:			
Address:			
	Street Address		
	City, State, Zip Code		
Contact Information:	() -		
	Contact Name	Phone Number	
	Contact Email Address		

Description of Services Provided

Services Begin Date:	Services End Date:

Description of Services Provided: (Include similar services performed as those described in Solicitation, and overall quality of job performance).



Response Form V Offeror's Proposed Subcontractor(s)

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

The Offeror shall indicate all subcontractors that the Offeror will use to perform any portion of this solicitation's Statement of Work.

- If the Offeror will not subcontract any portion of this solicitation's Statement of Work and will be performing this solicitation's Statement of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any subcontractors will be used, the Offeror shall clearly indicate this by checking **Yes** in the section below and follow the instructions contained in that paragraph for identifying all subcontractors.

☐ **NO**, The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

☐ **YES** The above Offeror will use the subcontractor(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subcontractor's name and contact information, the certifications required of them (if any), their small business status, the type of service to be provided, and the amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subcontractor's performance.
- The State reserves the right to request any additional information deemed necessary about any proposed subcontractors.

Authorized Signature

Date

SUBCONTRACTORS (If checked YES):

Please include all required information below or attach additional pages if necessary



Response Form VI

Questionnaire Instructions

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

THE OFFEROR MUST RESPOND TO EACH ITEM IN THE FOLLOWING SECTIONS. By submitting an offer, the offeror makes a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the Statement of Work and information relevant to the designated evaluation criteria as stated in the Special Instructions. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

The offeror's response for each item shall be specific as well as relevant for each area demonstrating the offeror's ability to satisfy the Statement of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The offeror should use technical language only when describing a technical process. The offeror should electronically attach files to their offer in Adobe Acrobat (PDF) format as responses to requests for attachments or enclosures.

1. Statement of Work Requirements

- 1.1. Functional and Technical Requirements of TRS and CTS. This section covers technical and operational areas, standards and procedures, customer relations, recruiting and staff training, invoicing, and reporting. Using **Response Form VII** "Functional and Technical Requirements", provide a brief but detailed explanation for each question. This document shall be attached to the offeror's proposal as an Adobe Acrobat (.pdf) file and entitled "[Company Name] - Response Form VIII". If providing a document in response to a question, list the name of the document in the explanation and relate the name of the attached document to the question. For example, if providing a copy of your confidentiality policy in response to question 4 in Section 1:Category 1, the attached file name would be "1.1.4 - Confidentiality Policy". If the same document applies to more than one question, do not attach the file more than once. The name of the file should remain as originally named and referenced as such in the explanation of the question being addressed.
- 1.2. Outreach and Marketing. Offeror shall submit a detailed "Arizona Relay Service Outreach and Marketing Plan", in accordance with the requirements of the Statement of Work, describing how the offeror plans to educate all residents of Arizona about the AZRS. This document shall be attached to the offeror's proposal as an Adobe Acrobat (.pdf) file and entitled "[Company Name] – Outreach and Marketing Plan". The plan shall identify personnel who will be engaged exclusively in AZRS outreach and marketing activities in Arizona. Offeror shall submit a resume for each personnel identified or, in the event the positions are not yet filled, submit a job description for each position and a narrative of recruitment efforts. Resumes and/or job descriptions must reflect, collectively, how personnel are able to represent a State program and communicate appropriately in person with the culturally and linguistically diverse range of people who use AZRS.
- 1.3. Describe any marketing and/or public information initiatives your organization will use to promote your services and programs.
- 1.4. Describe other services you may/will provide in addition to the services described in this RFP.
- 1.5. Offeror shall provide a project schedule or gantt chart showing milestone timelines for the implementation of this service. This document shall be attached to the offeror's proposal as an Adobe Acrobat (.pdf) file and entitled "[Company Name] – Implementation Schedule".

2. Capacity of Offeror. Offerors shall provide narrative responses that describe their ability to provide all services sought under this solicitation. Within the response to this item, the narrative shall at the minimum:

- 1.1 Provide a brief narrative of the offeror's operations and indicate how long the offeror has been providing the services that are delineated within the Statement of Work of this solicitation. Include information that demonstrates prior ability to develop and implement a successful program as well as the history and expertise related to telecommunication relay services, captioned telephone services, and relationships with the deaf and hard of hearing community.
- 1.2 Using **Response Form IV** provide the names, addresses, contact persons and telephone numbers of at least (3) business entities or organizations for which the offeror is providing or has provided services similar to those services described in this solicitation. For each, also indicate the range of dates (month and year) during which the offeror provided those services. This document shall be attached to the offeror's proposal as an Adobe Acrobat (.pdf) file and entitled "[Company Name] – References".



Response Form VI

Questionnaire Instructions

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

- 1.3 The offeror should provide an organization chart depicting the relationships among key personnel within the organization relevant to the services to be provided as described in this solicitation. The organization chart shall be attached to the offeror's proposal as an Adobe Acrobat (.PDF) document and entitled "[Company Name] – Organization Chart".
- 1.4 Using **Response Form III**, for each key person that the offeror proposes provide services pursuant to a resultant contract, the offeror should provide:
 - a. The person's name and title/position.
 - b. A summary of the person's relevant experience, education and expertise.
 - c. A list of the licenses, certifications, and other professional designations the key person holds, including, where appropriate, license numbers, date ranges (month/year) held, and the identity of the issuing location/jurisdiction/organization.
 - d. A description of the role that the person will have in providing services as described in this solicitation. The information requested above shall be attached to the offeror's proposal, one page per key person, as an Adobe Acrobat (.PDF) document and entitled " [Company Name] – Key Personnel".
- 1.5 Identify each subcontractor, using **Response Form V**, with whom the offeror intends to utilize in conjunction with delivering goods or services under a resultant contract. For each subcontractor, provide a brief description of the services the subcontractor would provide in conjunction with a resultant contract and a synopsis detailing the subcontractors' expertise and reliability as relating to those services.

3. Cost:

- 3.1 The Offeror shall be required to complete the pricing portion of its Offer within the ProcureAZ system. When submitting an offer in ProcureAZ please make sure to put the value of \$1.00 into the provided line items under the items tab in order for your entire submittal to be captured in the system.
- 3.2 Using **Response Form II** provide an all inclusive unit price for each item.
- 3.3 Regarding any taxes in any Offer's pricing, the Offeror shall reference this Solicitation's Uniform Instructions under Section 3.10, "Identification of Taxes in Offer".

4. Conformance to Terms and Conditions and Instructions:

- 4.1. The Offeror should review all "Special Instructions to Offerors" and Uniform Instructions to Offerors" included in this solicitation.
- 4.2. The Offeror should review all "Special Terms and Conditions" and Uniform Terms and Conditions" included in this solicitation.



Response Form VII

Functional and Technical Requirements

State of Arizona
State Procurement Office
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

Vendors are to indicate their capability of fulfilling each specific requirement below. Each Vendor's responses will be reviewed and compared across Vendors within each service type (TRS, CTS) in order to determine the best solution for the State of Arizona.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Service by the Vendor. To respond to each requirement, the Vendor is asked to select a response from the dropdown menu provided that best corresponds to its intended response for the requirement listed. The questionnaire includes some open-ended questions. In those instances, the Vendor must provide adequate information to allow evaluators to properly evaluate its proposal.

The acceptable responses are as follows:

Yes, means the Vendor can fully meet the requirement as documented with its current or proposed Service by April 1, 2012. If applicable, Vendor should provide an explanation of how it will fulfill the requirement. This may include use of alliances with other vendors. Vendor may also cross-reference any attached documentation submitted.

Yes, Future, means the Vendor will be able to fully meet this requirement in the near future (not longer than six months). The Vendor should provide a proposed start date and cross-reference any attached documentation submitted.

No, means the Vendor cannot meet the requirement and has no firm plans to be in the position to meet this requirement within six months.

Section 1: Telecommunications Relay Services (TRS)

Category 1: FCC and Arizona Relay Service Minimum TRS Standards	
1	Do your proposed TRS Services adhere to all provisions, standards and other requirements identified in FCC Mandatory Minimum Standards as Found in CFR §64.604?
	Compliance with Requirement: Explanation, if applicable:
2	In addition to the federally-mandated three-digit access to Arizona Relay, the existing, state-owned, nationwide toll free numbers should be used. All current toll free numbers and any additional toll free numbers provided under this solicitation become the property of the State of Arizona.
	Does your TRS meet this requirement? If yes, provide the detail of how you meet this requirement.
	Compliance with Requirement: Explanation, if applicable:
3	Does your TRS provide all of the following call types: Text to Voice; Voice to Text; Text to VCO; VCO to Text; VCO to HCO; VCO with Privacy; HCO to VCO; Text to HCO; HCO with Privacy; HCO to Text; Two-Line VCO; Speech to Speech; Spanish to Spanish; VCO to VCO; HCO to HCO; Two Line HCO; and Pay-Per Calls? If yes, provide a summary of each call type and how this is delivered. Provide documentation as applicable.
	Compliance with Requirement: Explanation, if applicable:
4	Do you have a Confidentiality Policy, which can also be provided to users upon request? If yes, provide a copy of your Confidentiality Policy.
	Compliance with Requirement: Explanation, if applicable:
5	ACDHH expects the Vendor to have a policy for reviewing alleged violations of confidentiality. ACDHH will give prior express, written approval of this policy. The policy should include, but not be limited to the following: A Communication Assistant (CA) or Supervisor who, after investigation, is found to have violated the confidentiality policy, will be reprimanded, suspended, or terminated. Automatic termination for a second occurrence will be imposed. All violations are to be reported to ACDHH monthly.
	Do you have a policy for reviewing alleged violations of confidentiality, to include the items above? If yes, provide a copy of your policy for reviewing alleged violations of confidentiality.
	Compliance with Requirement: Explanation, if applicable:
6	The Vendor should only be collecting personal information necessary to provide and bill for the Relay services being rendered. This information should not be used or shared outside those associated with the contract for any other purpose.

Does your TRS have a process or policy for collecting confidential information? If yes, provide detail on how your TRS collects
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Response Form VII

Functional and Technical Requirements

State of Arizona
State Procurement Office
 100 N 15th Avenue, Suite 201
 Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

	confidential information and include a copy of the policy or process.
	Compliance with Requirement: Explanation, if applicable:
7	<p>If a user is in an emergency or life-threatening situation, or causes an emergency situation to exist by threatening the CA or Relay Center, names and specific information may be disclosed by the CA to a Supervisor to expeditiously address the situation.</p> <p>Does your TRS have a process or policy for Exceptions for Confidential Emergency Information? If yes, provide detail on the process or policy and include a copy of the policy or process.</p>
	Compliance with Requirement: Explanation, if applicable:
8	<p>A Vendor should assess basic skills in English grammar and spelling semi-annually by a written test(s) measuring grammar and spelling at a first year college level. ACDHH will provide prior express, written approval of Supplier's English Grammar and Spelling Testing Plan.</p> <p>Do you have a proposed English Grammar and Spelling Testing Plan for CA's? If yes, provide a copy of the plan.</p>
	Compliance with Requirement: Explanation, if applicable:
9	<p>The Vendor is expected to have CAs with an "Understandable Voice" who can speak in a clear, concise, understandable manner. Traditional TRS CAs should be native English speakers to facilitate CA understanding of STS users and understanding of hard-of-hearing users.</p> <p>Does your CAs have an "Understandable Voice" as defined above? If yes, detail how you screen CAs to meet the "Understandable Voice" requirement.</p>
	Compliance with Requirement: Explanation, if applicable:
10	<p>Typing Speed and Accuracy – All CAs, including trainees during any probation period, should possess a minimum typing speed of sixty (60) words per minute, with a maximum error rate of no greater than five percent (5%) before being allowed to process an Arizona Relay call. The formula to calculate words per minute is:</p> <p>Five (-5) keystrokes (four alphanumeric characters plus one space) per "word," requiring three hundred -(300-) keystrokes per minute, to achieve sixty words per minute with a maximum error rate of no greater than five percent (5%).</p> <p>Macros that are executed by one function key are counted as one keystroke regardless of the number of alphanumeric characters "attached" to that macro. Similarly, a macro executed with two key strokes count for two keystrokes regardless of the number of alphanumeric characters "attached" to that macro.</p> <p>Does your CAs (including trainees) meet the 60 wpm typing speed and accuracy as defined in the formula and macro requirements above?</p> <p>If yes, detail how you screen CAs (including trainees) to meet this requirement</p>
	Compliance with Requirement: Explanation, if applicable:
11	<p>In the event a CA is not successfully screened to interpret/ translate ASL to English and vice versa, the Vendor agrees that a person fluent in interpretation/ translation is on duty 24/365 in the CA area of the TRS Center (handling AZRS Calls) to assist CAs with ASL translation/interpretation? If yes, provide additional detail.</p>
	Compliance with Requirement: Explanation, if applicable:
12	<p>Do you agree that Trainees will be identified as trainees to both the voice and TTY customers of a TRS call at the onset of each conversation, mitigating potential for criticism of CA quality? Provide additional detail as necessary.</p>
	Compliance with Requirement: Explanation, if applicable:
13	<p>Do you agree to provide CA Monitoring where a supervisor has the capability to monitor both the standard phone and TTY leg of a call being processed by any CA, as authorized by the FCC, ACDHH or by a contract resulting from this RFP?</p>
	Compliance with Requirement: Explanation, if applicable:
14	<p>Does your TRS provide Operator Identification, whereas, Relay system CAs immediately identify themselves when answering a call by using the macro that states Arizona Relay OPR XXXX (F or M) where XXXX indicates the number assigned to that CA and the letters F or M indicate the CA's gender?</p>



Response Form VII

Functional and Technical Requirements

State of Arizona
State Procurement Office
 100 N 15th Avenue, Suite 201
 Phoenix, AZ 85007

Description: Arizona Relay Services

Offeror Name:

	to be provided at the beginning and end of each call and Relay users shall be informed if there is a change of CA during the call. If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:
15	Do you agree to provide an Emergency Policy and Procedures, whereas, you will have a policy for handling all emergency and hotline calls received?
	Compliance with Requirement: Explanation, if applicable:
16	Do you agree to provide that any changes to the emergency procedures will be given to ACDHH in writing for prior express, written approval no less than fifteen (15) days prior to the targeted implementation of the change in such procedures? Procedures are to be approved by the ACDHH prior to implementation.
	Compliance with Requirement: Explanation, if applicable:
	Do you agree to provide an Emergency Policy and Procedures, which shall be approved by the ACDHH, including, but not limited to the following? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	a ANI/ALI, whereas, the TRS has the ability to receive the call information digits from the inbound caller, store the information digits, and send it out on the outbound call in a manner that will enable the PSAP to use the information to obtain the name, address, and location of the inbound caller without input from the CA.
	Compliance with Requirement: Explanation, if applicable:
	b Change of CAs, whereas, only a supervisor, who has been involved in the entire call, may replace a CA during a 9-1-1 call.
	Compliance with Requirement: Explanation, if applicable:
	c Call Forms for 9-1-1 Calls, whereas, all forms used by CAs and/or supervisors in relation to 9-1-1 calls shall be included in the policy documentation.
	Compliance with Requirement: Explanation, if applicable:
	d Procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line.) This policy should demonstrate how the ANI is passed to the most appropriate PSAP.
	Compliance with Requirement: Explanation, if applicable:
18	Does your TRS provide Training Materials, whereas, you as the Vendor provide to ACDHH a copy of all training materials, manuals, and requirements pertaining to traditional relay features as well as the additional training materials provided to STS CAs? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:
19	Does your TRS provide Relay Service Quality Assurance Testing and Evaluation, whereas, you and ACDHH will continuously evaluate the quality of Relay service with the objective of maintaining the service standards established in the RFP and/or by Federal and other State mandate? You will be responsible for performing semi-annual formal evaluations, which at a minimum will evaluate two-hundred (200) actual Relay test calls. If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:
20	Do you agree to assess your TRS (handling AZRS calls) performance, at a minimum, but not limited to the following: If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	a Spelling Accuracy – An average of 90% of all QA tested calls shall have a spelling accuracy of 95% or better.
	Compliance with Requirement: Explanation, if applicable:
	b Verbatim – An average of 90% of QA tested calls shall be relayed verbatim. A sample monthly testing will occur measuring the percentage of calls relayed verbatim.
	Compliance with Requirement: Explanation, if applicable:



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	c	Typing Speed - All QA tested calls shall be relayed at a minimum speed of 60 WPM, which will include spelling accuracy as measured.
		Compliance with Requirement: Explanation, if applicable:
	d	Keeping user informed of call progress - Measure is at least 85% of the total number of users kept informed of a call's progress.
		Compliance with Requirement: Explanation, if applicable:
21	Do you agree that these TRS survey results will be used to evaluate the Vendor's performance at least twice a year?	
	Compliance with Requirement: Explanation, if applicable:	
22	Do you agree that your TRS results that do not meet the requirements of each area, at the minimum value for that area, will require the Vendor to report such non-performance, and at the request of ACDHH, prepare a Quality Assurance Plan for addressing any areas of improvement, and shall have a mechanism in place to ensure that the remedies for any issues found during testing will be incorporated into the policies of the Relay Center to improve the quality of service provided by Arizona Relay?	
	Compliance with Requirement: Explanation, if applicable:	
23	Does your TRS allow State Access to Evaluation, whereas, the ACDHH shall have unlimited access to all phases, documentation and results of the Vendor's evaluation tests calls?	
	If yes, do you agree to allow the ACDHH to share information and data with ACDHH and Arizona State Procurement management, auditors, and legislative bodies as necessary for reporting purposes?	
24	Compliance with Requirement: Explanation, if applicable:	
	Unless approved by ACDHH, recorded announcements are only permissible during System Failures. Does your TRS provide recorded announcements in both voice and text for System Failures?	
25	Compliance with Requirement: Explanation, if applicable:	
	Does your TRS provide a Disaster Recovery Plan (DRP) and Escalation, whereas, within forty-five (45) days of the contract's award, the Vendor will provide the ACDHH/State of Arizona with a copy of their Disaster Recovery Plan? The DRP should include at a minimum at least three levels of escalation for 24/7/365 emergency personnel and their contact information, which supplier is responsible for keeping current during the life of the contract.	
26	Compliance with Requirement: Explanation, if applicable:	
	Does your TRS provide 900 or Any Pay Per Calls, whereas, the Vendor provides access to 900 numbers, and any other pay per call numbers.	
27	Please note that any additional inbound lines needed to access pay per call numbers are the responsibility of the Vendor and are not a recoverable expense. Any such lines shall be toll free to ensure that TRS customers are not assessed an additional fee over and above the regular pay-for-call fee for accessing this service.	
	Compliance with Requirement: Explanation, if applicable:	
28	Does your TRS provide handling of 7-1-1 Calls, whereas, calls to 7-1-1 are to be answered first in voice mode, with additional access for all TRS access modes?	
	Compliance with Requirement: Explanation, if applicable:	
29	Will your TRS allow the Arizona Relay to be capable of accepting and processing all cellular/wireless phone calls, and be capable of billing all such calls appropriately?	
	Compliance with Requirement: Explanation, if applicable:	
30	Does your TRS provide Workspace Accommodations for Call Privacy and Confidentiality for any center that processes Arizona Relay Calls, whereas, to ensure that the content of a TRS call cannot be overheard by any person participating in another TRS call.	
	Compliance with Requirement: Explanation, if applicable:	
31	Does your TRS provide Access to Communication, whereas, all center employees shall have full access to communication (such as Sign-language interpreters) while working in/for the Arizona Relay?	
	Compliance with Requirement: Explanation, if applicable:	
31	Does your TRS provide a viewing window(s) to see CA whereas, viewing windows is available for scheduled tours and	



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	meetings, etc.?
	Compliance with Requirement: Explanation, if applicable:
32	Does your TRS provide that all CAs stations are situated in a manner that prevents viewers from reading or hearing the content of relay calls?
	Compliance with Requirement: Explanation, if applicable:
33	Does your TRS provide that all supervisors and management have visual access of ongoing operations at all times in order to better facilitate these services?
	Compliance with Requirement: Explanation, if applicable:
34	Will your TRS center be supplied with electrical power from two separate electric company substations?
	Compliance with Requirement: Explanation, if applicable:
35	In addition to redundant power sources, will the TRS center be equipped with an on-site generator capable of supplying all of the electrical needs of the center, including all relay operations; emergency lighting and safety equipment, in the unlikely event that both power sources become inoperable?
	Compliance with Requirement: Explanation, if applicable:
36	Will you ensure that the generator is exercised regularly to ensure functionality and measure the fuel source monthly and provide sufficient fuel stored on-site to provide in excess of 24 hours of continuous operation of the generator before refueling is necessary?
	Compliance with Requirement: Explanation, if applicable:
37	During those instances that electrical power to the TRS center is lost, will your TRS center provide all of the critical equipment including the switch, back-office equipment, modems, CA positions, HVAC, lights and security equipment shall be automatically switched from commercial electrical power to an uninterruptible power supply (UPS)?
	Compliance with Requirement: Explanation, if applicable:
38	Will your TRS provide the TRS center with sufficient UPS units to provide electricity until the generator reaches full output capacity, generally less than one (1) minute)?
	Compliance with Requirement: Explanation, if applicable:

Category 2: Technical and Operational Areas of TRS, including call types, calling features, emergency calls, redundancy, TSP designation, and emerging relay technology

1	In addition to all minimum standards and regulations relating to FCC Regulations for the Provisions of Telecommunications Relay Services (TRS) found in 47 C.F.R. §64.601 through §64.604, the contractor shall adhere to all state minimum requirements that further define or expound on the FCC relay standards. It is the responsibility of the Vendor to ensure adherence to these requirements and to remain abreast of and comply with any changes that may affect provision of TRS in the State of Arizona. If there is a conflict in the stringency of a regulation between the FCC Rules and the state minimum standards required by this RFP, the more stringent regulation is to be followed. Does your TRS meet this requirement? If yes, provide the detail of how you meet this requirement.
	Compliance with Requirement: Explanation, if applicable:
2	Does your TRS provide a Public Safety Answering Point (PSAP) Verification, whereas, you as the Vendor, verify that all Arizona PSAP numbers have been tested to ensure the accuracy of the TRS Center list at a minimum of every 6 months or at any time changes are made to the list?
	Compliance with Requirement: Explanation, if applicable:
3	Priority Routing of Reverse 911 PSAP is a feature which allows reverse PSAP calls to be sent to the top of the queue for priority handling when a PSAP dispatcher is attempting to reach or call back a TRS user. Does your TRS provide priority routing of Reverse 911 PSAP calls? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:



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4	Does your TRS prohibit side conversations between the CAs and users with the Standard Phone or TTY users that are not available to both parties? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
5	Does your TRS provide "Change of Voice User During a Call", whereas, the CAs indicates to the Relay user if another speaking person comes on the line? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
6	Does your TRS provide Voice 'Inflection' by CA, whereas, the CA utilizes voice inflection cue typed by the TTY user instead of voicing the actual cue word. (Example: The word "smile" should not be voiced; the voice tone should indicate a "smile in the voice.") If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
7	Does your TRS provide a way to keep the TRS user informed, whereas the CAs keep the TTY user fully aware of the non-TTY user's tone of voice and inflection? For example, the CA can type in parentheses that a person is (being rude), (yelling), (laughing), (sobbing), or other characteristics of behavior. Background noise that the CA hears will be relayed, such as (doorbell ringing), (TV on), (baby crying), etc. The CA will use terms to identify voice characteristics by typing statements like, (sounds angry), (sounds rude), (seems impatient), etc. If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
8	Does your TRS provide TRS Call Status, whereas, CAs keep the user informed of the status of the call, i.e. (dialing), (ringing), (busy), (disconnected), or (on hold) (transferring to billing department)? CA shall maintain contact with the caller during a hold period, for the purpose of receiving instructions from the caller such as hang up and dial again, or hang up and call another number. If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
9	Does your TRS provide Relay User Control, whereas, the CA allows the Relay user to have the option of telling the CA what aspects of the call (s) he will handle? For example, the TTY user may request to introduce Relay Services to the called party rather than have the CA do it. If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
10	Does your TRS provide standard explanations of the various types of Relay calls that will be used by all CAs, as needed? For example, when the CA needs to explain the Relay to a Standard Phone user, the CA would type (explaining Relay) for the benefit of the Relay user. If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
11	If requested by the caller, does your TRS allow CAs to permit unlimited re-dials to a busy number, whereas, the caller will not be required to give calling information each time? This is to include, but not be limited to, local calls, phone debit card calls, and long distance calls. If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
12	Does your TRS allow comments to and from the CA, whereas, all comments directed to either party by the CA would be relayed? These comments are typed in parentheses, for example, (Will you accept a collect call?) All comments directed to the CA by either party shall also be relayed, for example, (Yes, I'll accept the collect call.) If yes, provide detail on how this is accomplished and delivered.



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	Compliance with Requirement:	Explanation, if applicable:
13	Does your TRS prohibit CA participation in calls, whereas, the CA does not become an active participant in a call by giving opinions, suggestions, or answers to questions posed by either the TTY user or Standard Phone user? If yes, provide detail on how this is accomplished and delivered.	
	Compliance with Requirement:	Explanation, if applicable:
14	Does your TRS dictate the use of a Third Person point of view form of speech, whereas, if either party uses the third person point of view form of speech, the CA would relay the statement in the third person? If yes, provide detail on how this is accomplished and delivered.	
	Compliance with Requirement:	Explanation, if applicable:
15	Does your TRS provide Operator Training on using an ASL Translator/Interpreter, whereas, you, the Vendor, shall train CAs as to the appropriate time and situation to obtain an ASL translator/interpreter, who may handle ASL translation/interpretation, and how to identify ASL gloss?. If yes, provide detail on how this is accomplished and delivered.	
	Compliance with Requirement:	Explanation, if applicable:
16	Does your TRS Training procedure require CAs of one gender to be switched to provide a CA of the opposite gender upon request of either side of the call, such that the CA is not permitted to request an explanation for the requested switch of CAs? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.	
	Compliance with Requirement:	Explanation, if applicable:
17	Do you have documented procedures for Answering Machines, whereas CAs will leave messages on answering machines or other voice processing systems if the Standard Phone or TTY caller activates one while making the call, including the following? Provide detail on how each is accomplished and delivered. You may be asked to provide copies of procedures upon request.	
a	Keep Caller Informed, whereas, the CA informs the caller when an answering machine has been reached, and will transmit to the caller the full content of the outgoing message, unless otherwise directed by the caller.	
	Compliance with Requirement:	Explanation, if applicable:
b	Ask to Leave a Message, whereas, the CA asks the caller if the caller wishes to leave a message.	
	Compliance with Requirement:	Explanation, if applicable:
c	Messages Left on Machine, whereas, the CA relays the caller's complete message to the machine, either by voice or by TTY. If the caller instructs the CA to leave a TTY message on a voice answering machine, or if an answering machine has both voice and a TTY outgoing message, the CA will leave the message as instructed.	
	Compliance with Requirement:	Explanation, if applicable:
d	Message Confirmation, whereas, the CA confirms to the caller that the message has been left.	
	Compliance with Requirement:	Explanation, if applicable:
e	No Charge for Redials, whereas, the caller is only be charged for one call (the first call) regardless of the number of re-dials required to capture the full outgoing message and to leave a message.	
	Compliance with Requirement:	Explanation, if applicable:
f	Message Retrieval, whereas, CAs retrieve messages from voice processing systems (answering machines, voice mail, etc.) and relay a TTY message to a Standard Phone user or a voice message to a TTY user.	
	Compliance with Requirement:	Explanation, if applicable:
g	Retrieval Procedures, whereas, the Vendor will ensure the ability to retrieve messages from answering machines at the same location or from remote location answering machines.	
	Compliance with Requirement:	Explanation, if applicable:
h	Retrieval Access Codes, whereas, Retrieval procedures include methods for obtaining any necessary system access codes from the user and equipment required by the Relay user to access this feature.	



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	Compliance with Requirement:	Explanation, if applicable:
i	Same Protocol Release - i.e., FAX on demand on a Relay call, whereas, the CA releases a Relay call if a relay user reaches a person using the same protocol or call type that will be accepted instead of the user mode originally called. Relay users will not have to re-dial a number to leave a message, receive FAX on demand at the end of a conversation, or continue the call with an acceptable (to the caller) replacement using like phone equipment.	
	Compliance with Requirement:	Explanation, if applicable:
18	Does your TRS provide an Operator Policies and Procedures Manual, whereas Upon award of contract, the Vendor will provide ACDHH a complete Operator Policies and Procedures Manual within thirty (30) days, that shall include, but not be limited to, references to confidentiality, handling of emergency and crisis calls, consequences of non-compliance with policies and functions of a CA?	
	If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.	
	Compliance with Requirement:	Explanation, if applicable:
19	Do you agree that updates to the manual will be given to ACDHH for prior express, written approval no less than ten (10) business days prior to the required update time?	
	If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.	
	Compliance with Requirement:	Explanation, if applicable:
20	Arizona Relay Text Messaging (ARTM) is a non-traditional relay service that enables a deaf or hard of hearing individual to use their text pager or other wireless device (without internet access) to send relayed messages to hearing friends, family members or business associates when a TTY, videophone, or computer is not available. ARTM requires pre-registration, is not subject to FCC requirements for average speed of answer, and calls are limited to in-state recipients.	
	Does your TRS provide a service functionally equivalent to current ARTM calls? If yes, provide detail of your ARTM or equivalent service. Provide documentation as applicable.	
	Compliance with Requirement:	Explanation, if applicable:
21	Does your TRS allow for Delayed Repeat Dialing, whereas, a relay caller can simply ask the CA "to dial my last number" placed by the relay provider for the calls for up to twenty-four hours after the caller disconnected from the relay provider?	
	If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.	
	Compliance with Requirement:	Explanation, if applicable:
22	Does your TRS provide CA initiated three-way calling for a relay user where, at the request of the relay caller, the CA will dial out to two separate numbers provided by the calling party, either during the initial call set-up or as an add-on to an existing conversation, as a three-way conference call? The CA will then relay all conversation between the parties except as otherwise instructed by the caller.	
	If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.	
	Compliance with Requirement:	Explanation, if applicable:
23	Does your TRS provide any enhanced conference service allowing users to participate in conference calls with standard phone users and other individuals who are deaf, hard of hearing or speech disabled? If yes, provide detail on how this is accomplished and delivered, including copies of procedures as applicable.	
	Compliance with Requirement:	Explanation, if applicable:
24	Does your TRS provide the entire following STS feature to improve the call experience for the STS relay user? If yes, provide detail on how this is accomplished and delivered for each. Provide copies of procedures as applicable.	
a	Visually-Assisted STS to allow STS users to access the relay center and provide specific call detail information via a supplemental video link.	
	Compliance with Requirement:	Explanation, if applicable:
b	STS Listings to provide STS users the option to list their home and business telephone numbers in the personal customer profile, and indicate their corresponding hours of availability at each number listed.	
	Compliance with Requirement:	Explanation, if applicable:
c	STS User Name for incoming STS calls to provide the option of requesting a relay call to a STS user by simply providing the name of the called party instead of their phone number. The called party's name must be registered in a STS user's	



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		relay customer profile database.
		Compliance with Requirement: Explanation, if applicable:
	d	Dual STS Voicing feature where the Contractor provides voicing for both parties of a call, where two persons with speech disabilities are calling each other.
		Compliance with Requirement: Explanation, if applicable:
	e	Additional relay customer profile preferences for the options of muting transmission of the STS users' voice to the other party; of retaining information from one inbound call for subsequent STS calls; and of selecting use of Visually Assisted STS.
		Compliance with Requirement: Explanation, if applicable:
25		Does your TRS provide all of the following relay customer profile database options for Deafblind relay users? If yes, provide detail on how this is accomplished and delivered for each. Provide copies of procedures as applicable:
	a	Deafblind relay user's preferred communication mode
		Compliance with Requirement: Explanation, if applicable:
	b	Requirement for the CA to confirm calling preferences before dialing a requested number
		Compliance with Requirement: Explanation, if applicable:
	c	Option for longer holding times
		Compliance with Requirement: Explanation, if applicable:
	d	Use of a Human Ware® Deaf Blind Communicator (DBC) or similar device.
		Compliance with Requirement: Explanation, if applicable:
26		Does your TRS provide Spanish Translation support consisting of Spanish/English translation Relay including all call processing, training, and outreach as is applicable to other types of relay calls? Please note that such calls are allowed to be processed in of your TRS Centers.
		If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
		Compliance with Requirement: Explanation, if applicable:
27		Does your TRS use Macros?
		Do you agree not to deploy macros without prior approval from ACDHH?
		Does your service include submitting a detailed list of all macros, used or planned to be used, to the ACDHH for approval every twelve (12) months beginning on the award date of the contract? If any macros are developed during a quarter, all modifications shall be submitted to the ACDHH for its approval at least one week before implementation.
		Compliance with Requirement: Explanation, if applicable:
28		Will Vendor provide ACDHH with a written plan prior to performing any upgrade or refresh of its standards, services, or system/technology at any level that may affect the outcome of services or price for services to the Arizona State Procurement, ACDHH and its end-user community, showing any pricing impact of the change(s)?
		Compliance with Requirement: Explanation, if applicable:
29		Will Vendor obtain ACDHH's express, prior, written approval before implementing any upgrade or refresh of its standards, services, or system/technology at any level that may affect the outcome of services or price for services to the Arizona State Procurement and its end-user community?
		Compliance with Requirement: Explanation, if applicable:
30		For implementation of any upgrade or refresh of its standards, services, or system/technology at any level that may affect the outcome of Services or price for Services to the Arizona State Procurement, ACDHH and its end-user community, will Vendor ensure each of the following?
	a	That compatibility of the State's systems, components, and applications is not diminished.
		Compliance with Requirement: Explanation, if applicable:
	b	That such implementation does not diminish functionality, quality of service, security, privacy, or reliability.



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	Compliance with Requirement:	Explanation, if applicable:
c	That the upgrade or refresh is backward compatible to all systems, components and software version levels as well as those already being utilized by the State and end users that are the subject of this RFP.	
	Compliance with Requirement:	Explanation, if applicable:
d	That it has provided all information and pricing to the Executive Director, ACDHH and the Arizona Procurement Officer to allow for timely modification of the Contract prior to implementation, if the State of Arizona believes that such modification is necessary and appropriate.	
	Compliance with Requirement:	Explanation, if applicable:
31	Does your TRS provide, Traditional TRS Call Types Required, whereas, the Vendor's relay center has the capability to process the TRS Call Types in a manner that allows users of each TRS Call Type to initiate or receive a call using their preferred TRS Call Type mode?	
	Please note dedicated lines for specific TRS Call Types are to be answered first in that TRS Call Type, while having the ability to switch to any other call type when needed by the inbound caller. All of the Traditional Relay call types will be reimbursed on a total conversation minute basis (less interstate CM) as contracted.	
	Compliance with Requirement:	Explanation, if applicable:
32	Does your TRS provide Call Type Registration, i.e., a call recognition method to accurately determine and record the call type of all inbound calls for proper call set-up and for accurate call type reporting?	
	Compliance with Requirement:	Explanation, if applicable:
33	Do the transmission circuits you will use to provide Standard Telecommunication Relay meet or exceed FCC and Inter-exchange Carrier performance standards as stated in 47 CFR §64, subparts F, all other FCC requirements for common carriers, the American National Standards Institute (ANSI) Standards and all applicable industry standards?	
	Compliance with Requirement:	Explanation, if applicable:
34	Do you agree that if you provide any Local Exchange Carrier (LEC) Service(s) offered, they will be technically equivalent to, and will not be simulated to mimic, the local phone company's optional service?	
	Compliance with Requirement:	Explanation, if applicable:
35	Does your TRS provide Equipment and Software, whereas, transmission circuits meet or exceed FCC Inter-exchange performance standards as stated in 47 CFR §64.1600 for circuit loss and noise?	
	Please note, Telecommunications equipment, including station terminals, should be capable of receiving and transmitting in both Baudot and ASCII codes, and be backwards compatible to TTY devices in service and shall also receive, access, and communicate with computers at any speed available.	
36	Does your TRS provide Outbound Volume Control, whereas the system has the ability to increase the volume on the outbound leg of the call for both the CA's microphone when the CA is voicing, and the outbound line when the relay user is voicing, as in an HCO call?	
	Please note, this control should be independent of the CA's headset receiver control.	
37	Does your TRS provide Auto-switchable Modems that are auto-answer and auto-switchable at all available speeds?	
	Compliance with Requirement:	Explanation, if applicable:
38	Does your TRS provide functionally equivalent technology and support equivalency to all Standard Phone services, including Automatic Number Identification (ANI) and other service enhancements which increase the functional equivalency of the Relay Service for all calls, both carried on the provider's network and sent out to inter-exchange carrier (IXC) networks?	
	Compliance with Requirement:	Explanation, if applicable:
39	Does your TRS provide a Switching System with redundancy of equipment and the ability to upgrade the system and perform preventative maintenance without taking the system off line?	
	Compliance with Requirement:	Explanation, if applicable:
40	Does your TRS provide a Redundant Relay Center, whereas, in the event of a complete system shutdown at one of the centers, calls are re-routed to other functional centers?	



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	Compliance with Requirement:	Explanation, if applicable:
41	Does your TRS provide Telecommunications Service Priority (TSP) Designation whereas, you establish TSP Level 3 which is applicable to primary TRS center for AZRS.	
	Compliance with Requirement:	Explanation, if applicable:
42	Does your TRS provide Announcement of Call Type and Explanation of Service, whereas, the Vendor develops and implements announcements for all of the various explanations of service for each call type provided to relay users? If so, ACDHH shall have final approval prior to implementation.	
	Compliance with Requirement:	Explanation, if applicable:
43	Does your TRS include allowing ACDHH to add temporary messages, in both voice and text, to inform users of delays in obtaining service due to events such as inclement weather, switch malfunction, natural disaster, civil disturbances, or other events sufficient to impede the delivery of service to Arizona Relay users?	
	Compliance with Requirement:	Explanation, if applicable:
44	Does your TRS ensure that Relay users will be able to access Regionally Directed Toll Free Numbers appropriate to their specific calling area(s), if provided? Please note: These numbers would typically be accessible to the Relay user in his or her calling area. Example: the AAA has a national toll free number. When a call arrives at the AAA call center, it is automatically rerouted to the correct state based on information in the ANI. If the Relay Center ANI is transmitted, the call will be routed to the state where the Relay Center is located which, in the case of Arizona Relay service recovery may not be the state where the Relay user is located.	
	Compliance with Requirement:	Explanation, if applicable:
45	Does your TRS ensure that Relay users in Arizona will be able to access regionally restricted toll free numbers normally accessible from their particular locations through your system? Example: If an Arizona Relay user is within Arizona and calls an 800 number that is restricted to intra-state calls, and the call is routed to a remote center, the Vendor shall have the capability of accessing the restricted toll free call regardless of the location where the outbound call is initiated.	
	Compliance with Requirement:	Explanation, if applicable:
46	Does your TRS provide site visits for quality assurance and contract oversight, and allow ACDHH to conduct unannounced site visits to any of the centers that process any AZRS call?	
	Compliance with Requirement:	Explanation, if applicable:
47	Does your TRS provide review and updating of the TRS Disaster Recovery Plan a minimum of once per year?	
	Compliance with Requirement:	Explanation, if applicable:
48	Does your TRS provide Notification of Disasters to the State, whereas, every attempt will be made to contact ACDHH within fifteen (15) minutes of any event, which impedes to any degree the access to the Arizona Relay or processing of Arizona Relay calls? ACDHH contact information will be provided to the Vendor at time of award.	
	Compliance with Requirement:	Explanation, if applicable:
49	Does your TRS provide Automatic Spell Check and Auto-Correction, whereas, the spell check system used shall allow CAs to add words manually?	
	Compliance with Requirement:	Explanation, if applicable:
50	Does your TRS provide an Automatic Change of TTY Abbreviations upon Request, whereas, the system shall have the ability to change any TTY abbreviations used by CAs or the Vendor's system to full words upon request of the customer? Example: Late deafened VCO user is not comfortable with TTY abbreviations and prefers full words.	
	Compliance with Requirement:	Explanation, if applicable:
51	Does your TRS provide Access to Directory Assistance, whereas, you provide callers with access to local and long distance directory assistance at a cost rate no greater than the cost rate charged to standard telephone users?	
	Compliance with Requirement:	Explanation, if applicable:
52	Does your TRS provide for Use of ANI - Automatic Number Identification (ANI) technology so that no caller is required to	



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	provide the originating calling number, except in instances where ANI information is not available from the local phone companies? If the CA does not receive the ANI, the CA will explain to the inbound party the reason for asking for the phone number.
	Compliance with Requirement: Explanation, if applicable:
53	Does your TRS provide Access to Carrier of Choice, whereas, the Vendor provide access to the customer's choice of Inter-LATA (interstate) and Intra-LATA (intrastate) telecommunications carriers though the Relay Service to the same extent and price such access is provided to standard telephone users in Arizona?
	Compliance with Requirement: Explanation, if applicable:
54	Within 30 days of contract award, will your TRS provide documentation and submit methods to be utilized to provide access to the caller's requested carrier?
	Compliance with Requirement: Explanation, if applicable:
55	Does your TRS prohibit branding of inbound phone lines with the exception of emergency calls?
	Compliance with Requirement: Explanation, if applicable:
56	Will Translation/Interpretation be the default procedure for all ASL calls inbound or outbound using Arizona Relay?
	Compliance with Requirement: Explanation, if applicable:
57	Will Vendor provide, at a minimum, one person fluent in ASL interpretation on duty 24/7 to assist (within 3 minutes) CAs who are not qualified to perform as an ASL translator/interpreter?
	Will Vendor track and report ASL translator/interpreter's daily activities?
	Compliance with Requirement: Explanation, if applicable:
58	Will Vendor monitor and adjust the number of translators/interpreters provided to ensure the ASL translation/interpretation needs of Arizona Relay users are met? These positions may also serve as Supervisors or CAs.
	Compliance with Requirement: Explanation, if applicable:

Category 3: Functional Standards and Customer Relations, including relay user input, documentation of feedback, and complaint resolution

1	Does your TRS Training procedure provide request for a Supervisor by inbound or outbound Caller procedures, whereas, the CA will stay on the line until both parties have terminated the call? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:
2	In regard to the preceding question, does your TRS Training procedure outline the following: if the called party wishes to speak to a supervisor, the CA is to hold onto the call while contacting a Supervisor and resolving a customer concern even if the inbound party has disconnected? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:
3	Does your TRS provide Customer Surveys, to get immediate feedback? Whereas you as the Vendor conduct a variety of customer survey methods to get customer's feedback regarding their calls thru AZRS.
	Compliance with Requirement: Explanation, if applicable:
4	Will Vendor obtain ACDHH's prior express, written approval of the surveys, prior to their release?
	Compliance with Requirement: Explanation, if applicable:
5	Will you provide ACDHH with complete access to all survey results in summary and detail format?
	Compliance with Requirement: Explanation, if applicable:
6	Will you work with the ACDHH to develop a survey to identify areas of concern?
	Compliance with Requirement: Explanation, if applicable:
7	Does your TRS provide User Preference Database information that is available to the CA at the time of connection with the



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	inbound caller?	
	Compliance with Requirement:	Explanation, if applicable:
8	Will your TRS maintain a log of consumer complaints (aka Consumer Complaints Log) including all complaints about TRS in the state, whether filed with the TRS provider or ACDHH, and retain the log until the next application for certification is granted?	
	Compliance with Requirement:	Explanation, if applicable:
9	Will the TRS' Consumer Complaints Log include the following data at minimum?	
	a	The date the complaint was filed
		Compliance with Requirement:
	b	The nature of the complaint
		Compliance with Requirement:
	c	The date of resolution
		Compliance with Requirement:
	d	An explanation of the resolution.
Compliance with Requirement:		Explanation, if applicable:
10	Does the TRS agree to submit a printed and electronic copy of the Consumer Complaints Log to ACDHH no later than 3 weeks prior to the FCC deadline for submission?	
	Compliance with Requirement:	Explanation, if applicable:
11	Will your TRS maintain a 24/7/365 Customer Service Desk located at one of your TRS centers for receipts of general inquiries, customer complaints or commendations, requests for test calls, billing discrepancies, and resolution of relay user disputes?	
	Please note that all Arizona Customer Service contacts must be directed to this Customer Service Center.	
	Compliance with Requirement:	Explanation, if applicable:
12	Does your TRS Customer Service Desk, when contacted by AZRS customer via 800 numbers or transferred initially answer as "Arizona Relay Services" and not as the Vendor's name?	
	Compliance with Requirement:	Explanation, if applicable:
13	Will you maintain published TTY and Voice access numbers for the Customer Service Desk?	
	Compliance with Requirement:	Explanation, if applicable:
14	Will you report all Customer Service Desk contacts to ACDHH within 24 hours of receipt?	
	Compliance with Requirement:	Explanation, if applicable:
15	Will you provide at least one (1) person to function at all times as a Customer Service representative?	
	Compliance with Requirement:	Explanation, if applicable:
16	Will your Customer Service Team meet with ACDHH on a monthly basis to discuss Arizona specific customer complaint issues?	
	Compliance with Requirement:	Explanation, if applicable:
17	Will your Customer Service Department provide ACDHH with customer contact information (if given), CA number, date, time, nature of complain(s), and resolution or immediate steps taken toward a resolution, for each complaint received?	
	Compliance with Requirement:	Explanation, if applicable:
18	Will you forward all information received regarding each complaint (not a summary) to ACDHH within 24 hours of receiving the complaint?	
	Compliance with Requirement:	Explanation, if applicable:
19	Will you forward all complaints and relevant information concerning each complaint to your Relay Center Manager within 24 hours of the complaint?	



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	Compliance with Requirement:	Explanation, if applicable:
20	Will you keep a copy of each complaint on file at the Relay Center?	
	Compliance with Requirement:	Explanation, if applicable:
21	If a Relay Customer complaint contains multiple issues, does your TRS include documenting, answering, and tallying each issue individually within the customer complaint report?	
	Compliance with Requirement:	Explanation, if applicable:
22	If any complaint cannot be resolved within 24 hours, will the TRS agree to have the original complaint and all follow up information included and forwarded to ACDHH as each follow-up step occurs?	
	Compliance with Requirement:	Explanation, if applicable:
23	Will you ask each complaining customer if they would like to leave contact information in order that a complaint may be followed up in writing?	
	Compliance with Requirement:	Explanation, if applicable:
24	If a complaining customer requests written follow-up, will you follow up with a letter to the customer that clearly indicates the issues reported and steps taken toward resolution?	
	Compliance with Requirement:	Explanation, if applicable:
25	Will you provide the ACDHH with a copy of each follow-up letter provided in response to a customer complaint?	
	Compliance with Requirement:	Explanation, if applicable:

Category 4: Recruiting and Staff Training Requirements

1	Will you establish a "Code of Ethics" which states that relay operators (CAs) will not counsel, advise, or express personal opinions except about the tone of voice of the voice party?	
	Compliance with Requirement:	Explanation, if applicable:
2	Does your Code of Ethics state that CAs will be coached to briefly explain the requirement of the Code of Ethics to relay users who prompt CA participation, in order to avoid a perception of rudeness on the part of the relay service in general?	
	Compliance with Requirement:	Explanation, if applicable:
3	Will all of your CA's review and sign the Relay Code of Ethics annually?	
	Compliance with Requirement:	Explanation, if applicable:
4	American Sign Language (ASL) and Translator/Interpreter Guidelines – The CA/supervisor will have the ability to recognize the necessity of utilizing an ASL translator/interpreter. ASL is a visual language and does not have a written form nor is the visual language to be voiced in the word order used when voicing. When the visual language of ASL is required to be written/typed, such as on a TTY, the resulting form of the language is called ASL gloss. Only a person fluent in both languages is to attempt to voice ASL gloss into spoken English or to type spoken English back to an ASL user in an English structure matching the register of the ASL gloss. Do you agree to follow this American Sign Language (ASL) and Translator/Interpreter Guidelines with regards to ASL gloss?	
	Compliance with Requirement:	Explanation, if applicable:
5	Do you agree that the translator/interpreter screening guidelines will be developed in coordination with interpreting professionals as approved by ACDHH? If you have standard Translator/Interpreter Screening Guidelines, please provide a copy.	
	Compliance with Requirement:	Explanation, if applicable:
6	Do you agree that the translator/interpreter screening tests, processes and/or procedures along with any changes or modifications, will be approved by ACDHH?	
	Compliance with Requirement:	Explanation, if applicable:
7	The translator/interpreter screening components will include, but not be limited to: spelling, grammar, typing, dictation, procedures and characteristics of ASL (as they may be reflected in the written language of TTY users to the extent that the	



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	<p>CA is aware of the need for the ASL translator/interpreter), Deaf culture, ethics, confidentiality, and professional judgment. Do you agree to provide all the above components in the Vendor's initial training and ongoing performance development of all Arizona Relay CAs?</p> <p>If yes, provide a copy of your Initial Training documents and/or Ongoing Performance Development documents.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
8	<p>Do you agree that ASL screening test will be changed a minimum of once per year? If yes, provide detail on your process and/or procedures for changing the ASL screening test.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
9	<p>In some instances, CAs may be unable to successfully pass the ASL screening tests. If a Relay CA has difficulty successfully completing the Translator/Interpreter Screening Test; s/he will be provided ongoing training as part of her/his ongoing performance development plan. Until s/he successfully passes ASL testing, s/he will process all ASL calls with support from a qualified translator/interpreter as established by annual testing.</p> <p>Do you agree to the above defined process if a CA does not successfully pass the ASL screening test?</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
10	<p>Do you agree to provide a TRS CA staff-training plan indicating training topics and time frames, a copy of training materials used, and a list of individuals and/or organizations assisting with the training, along with a list of staff (by CA number) that has completed the training?</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of Staff Training Plan and related documents and material, if applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
11	<p>Does your Service include providing all subsequent updates to Training documents to ACDHH for prior express, written approval no less than fifteen (15) days prior to the time they are to be incorporated?</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
12	<p>Does your TRS provide Training for Hot-line Calls, whereas, you develop and document procedures in coordination with the State of Arizona to ensure that hot line and emergency policies and procedures meet the State's standards? Please note that, all hot line and emergency procedures will be approved by the ACDHH before implementation.</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
13	<p>Does your TRS provide for Disability Awareness, whereas, new relay center staff, including management, receives training in disability issues, ASL, Deaf culture, hard of hearing issues, speech disabilities, diversity issues, ethics, and confidentiality? Please note that the Vendor will provide ACDHH a copy of the training materials, personnel trained, dates and hours of training upon request.</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
14	<p>Do you agree to the additional TRS Specialized Training outlined below?</p> <p>In addition to training for new staff referenced in this section, a minimum of an additional sixteen (16) hours of specialized/cultural training during each year of the contract will be given to all staff members working in any position in the relay center. This training will be provided by experts from the deaf, hard of hearing, Deafblind, and speech disabled communities in the field of language interpreting, ASL, Deaf culture, and speech disability. Preference will be given to trainers who are representative of the above-mentioned groups. The Vendor will ensure that all staff members working in any position in the relay center receive this training.</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of Specialized Training Plans and related documents and material, if applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>



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15	Does your Quality Assurance (QA) include monthly side-by-side monitoring with real-time feedback? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
16	Do you agree to provide ACDHH with monthly reports identifying the issues found during monitoring and the necessary, appropriate, corrective action taken?
	Compliance with Requirement: Explanation, if applicable:
17	Does your QA include one-on-one communication and corrective action based on customer feedback? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
18	Does your QA include individual training and development plans? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
19	Does your QA include individual improvement plans based on feedback from external test calls or from ACDHH? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
20	Does your QA include yearly diagnostic testing including actual call processing and typing assessment? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
21	Does your QA include mid-year and year end performance reviews? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
22	Does your TRS provide appropriate Voice Tone and Tempo by CA, whereas, the CA is using a conversational voice tone and tempo of voice appropriate to the type of call being made when speaking for the TTY user? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
23	Does your TRS allow for a Probation Period After Training, whereas, CAs who are hired shall serve a probationary period of at least 90 days with the continuation of their employment contingent upon performance judged to be satisfactory or better? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
24	In regard to the previous question, during the probation period, will the CA be required to identify himself or herself as an "CA" in training" or an approved equivalent term? If yes, provide detail on how this is accomplished and delivered.
	Compliance with Requirement: Explanation, if applicable:
25	Does your TRS provide Training Procedures for Relaying Communication, whereas, you as the Vendor will ensure every CA is trained in, and will adhere to procedures for all Arizona Relay calls? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:
26	Does your TRS provide Training procedures for User Control of Call, whereas, the Relay user is in control of the call? If yes, provide detail on how this is accomplished and delivered, to ensure the CA follows the Relay user's instructions for all calls. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:
27	Does your TRS provide Training procedures for Accuracy of Information in a Relay Call, whereas, CAs convey the full content, context, and intent of the communication they relay? For instance, the CA may not summarize, paraphrase, add, or change the content of the call unless requested otherwise by a user. Example: "I know what the answering machine message says; just let me know when to leave my message." If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.
	Compliance with Requirement: Explanation, if applicable:



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28	<p>Does your TRS provide Training procedures for Error Correction, whereas, CAs shall continue in a forward direction by typing xx (common TTY convention for error) and retyping the word, rather than using the backspace key to correct typing errors?</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
29	<p>Does your TRS provide Training procedures to Verify Spelling, whereas, CAs verifies spelling of proper nouns, numbers, and addresses, which frequently have alternate spellings, that are spoken?</p> <p>Example: To voice user: "is that name C-A-R-Y or K-E-R-R-Y Street?" If the TTY user has typed a name or address, the CA is not to verify that information again, unless, the request is made by the hearing user. Either user has the right to decline spelling verification on individual calls or in their Customer Preference Database record.</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
30	<p>Does your TRS Training procedure cover the use of Obscenity? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
31	<p>Do you have a plan to address each of the following Obscenity elements? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p>
	<p>a Value Judgments, whereas, CAs will not make a value judgment on the profanity, obscenity or legality of any messages.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
	<p>b Part of a Conversation, whereas, Obscenity included in the conversation between the inbound and outbound parties, even if it is referring to a CA, shall not be construed as obscenity directed at the CA.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
	<p>c Escalation, whereas, Escalation procedures for Obscenity/Abuse shall be in place.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
	<p>d Transfer of Call to a Supervisor, whereas, it is acceptable to transfer callers to a supervisor when obscenities are directed toward the CA.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
	<p>Does your TRS Training procedure address "Caller's Name Not Required", whereas, callers shall not be required to give their full names or the full name of the party they are calling?</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
32	<p>Does your TRS Training procedure include that caller name information not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes)? If a full name would facilitate the call, the CA may ask for that information and explain the purpose for doing so.</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
33	<p>Do you agree that your TRS Training procedure include that the CA would not refuse to process a call if the caller refuses to give full names? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p> <p>Compliance with Requirement: Explanation, if applicable:</p>
34	<p>Does your TRS provide Operator Monitoring for Training Purposes, whereas, CAs shall be monitored during training and on a monthly basis, to ensure that proper procedures are being followed by the CA and that calls are being relayed appropriately?</p> <p>Please note that, observing or listening to actual calls by anyone other than the Relay CA is prohibited except for training or monitoring (by relay supervisors, managers, or ACDHH) purposes.</p> <p>If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.</p>
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	Compliance with Requirement:	Explanation, if applicable:
36	Does your TRS provide Operator Counseling, whereas, a counseling and support program is available to assist CAs in dealing with the emotional aspects of relaying emergency or other difficult calls? If yes, provide detail on how this is accomplished and delivered. Provide copies of procedures as applicable.	
	Compliance with Requirement:	Explanation, if applicable:

Category 5: Transition Requirements

1	It is necessary that the TRS Vendor will develop a transition plan for assuming responsibility for the Arizona Relay calls by providing all services beginning no later than April 1, 2012. The Vendor may process a portion or all Arizona Relay calls through any of their relay centers during the transition period up until June 30, 2012. After the transition period it will be required that 60% of all services are to be processed through a designated AZRS center. Inability to process through the designated AZRS relay center and/or meet the specified requirements by that date, or anytime thereafter, may result in the State of Arizona seeking a reduced Vendor reimbursement rate. Will you meet this requirement? Please explain.	
	Compliance with Requirement:	Explanation, if applicable:
2	For the employment of Communication Assistants, do you have employee recruitment and selection procedures that provide for consideration of the experience possessed by persons on staff at the existing relay center, or persons to be selected and employed as CAs, and that ensure that they meet all proficiency requirements as specified in this RFP? If yes, provide a summary of your employee recruitment and selection procedures.	
	Compliance with Requirement:	Explanation, if applicable:
3	It is expected that the TRS Vendor will develop a plan for transitioning service from the incumbent to the Vendor's network, and build into the timetable up to fourteen business days for the State of Arizona to complete an 'acceptance review' before a cut-over to the new service. Will you meet this requirement? Please explain.	
	Compliance with Requirement:	Explanation, if applicable:
4	If awarded a contract, will you provide a proposed transition plan within twenty (20) calendar days after Contract award(s), including, at minimum, the following? Please provide any detail necessary to explain.	
a	Contact information for the senior management persons who have the authority to make decisions for the Vendor.	
	Compliance with Requirement:	Explanation, if applicable:
b	Contact information for key Vendor's staff involved in the ongoing management and/or transition of the project. ACDHH reserves the right to contact the staff in these positions, and contact will be at the discretion of ACDHH. Any changes in personnel in these positions will be reported in writing to ACDHH within 10 days of a change.	
	Compliance with Requirement:	Explanation, if applicable:
c	A list of all Communication Assistants' numbers at designated AZRS center (the Communication Assistant's assigned identification instead of the actual CA's personal name). The Vendor shall keep this list current and any changes, additions, or deletions to this list shall be submitted to ACDHH within fifteen (15) days.	
	Compliance with Requirement:	Explanation, if applicable:
d	A time-line to identify critical implementation dates of major steps for the implementation process. Such dates are from contract award through full implementation and include all testing and verification of call processing.	
	Compliance with Requirement:	Explanation, if applicable:
e	Documentation of any network transition, if applicable.	
	Compliance with Requirement:	Explanation, if applicable:
f	Affirmation that you will satisfy all legal regulations and requirements.	
	Compliance with Requirement:	Explanation, if applicable:
g	Plans for the transfer and organization of documentation.	



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		Compliance with Requirement:	Explanation, if applicable:
	h	Plans for the transfer of electronic data, such as User Preference Data.	
		Compliance with Requirement:	Explanation, if applicable:
	i	Plans for the establishment or termination of contracts for other services, if applicable.	
		Compliance with Requirement:	Explanation, if applicable:
	j	Plans to enable or disable logon IDs for the User Preference Database or multiple User preference database.	
		Compliance with Requirement:	Explanation, if applicable:
	k	Plans for training staff and positioning them for implementation.	
		Compliance with Requirement:	Explanation, if applicable:
	l	Risk analyses and proposed solution(s), and assessment(s) for the transition.	
		Compliance with Requirement:	Explanation, if applicable:
	m	Plan for the transfer of calls to/from existing relay centers.	
		Compliance with Requirement:	Explanation, if applicable:
	n	An end-to-end performance testing period.	
		Compliance with Requirement:	Explanation, if applicable:
	o	Hardware and/or software tools.	
		Compliance with Requirement:	Explanation, if applicable:
	p	Hardware and Software platforms utilized.	
		Compliance with Requirement:	Explanation, if applicable:
	q	Staff resources and responsibilities including responsibilities of ACDHH (subject to ACDHH approval).	
		Compliance with Requirement:	Explanation, if applicable:
5		Within 30 days of contract award, will your TRS establish and submit a plan to ensure that other carriers will be informed of the steps required to allow their calls to be processed through AZRS?	
		Compliance with Requirement:	Explanation, if applicable:
6		For TRS, the end-to-end performance test period will begin during the transition period. It is expected that the Vendor will transition services only after obtaining express, written approval from ACDHH of a successful Performance Test period. Will you comply? Please explain.	
		Compliance with Requirement:	Explanation, if applicable:
7		It is expected that the end-to-end performance test period will test complete business processes as required for the utmost reliability of the designated AZRS center, and shall include but not be limited to the following. Do you comply, please Explain.	
	a	Testing with existing system applications and services as appropriate.	
		Compliance with Requirement:	Explanation, if applicable:
	b	Validation of system set-up for transactions and user access.	
		Compliance with Requirement:	Explanation, if applicable:
	c	Confirmed use of system in performing business processes.	
		Compliance with Requirement:	Explanation, if applicable:
	d	Verified performance of business critical functions.	
		Compliance with Requirement:	Explanation, if applicable:
	e	Confirmed integrity of business/call process, data, services, security, and end-products.	



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		Compliance with Requirement:	Explanation, if applicable:
	f	Verification that all requirements of the RFP have been met.	
		Compliance with Requirement:	Explanation, if applicable:
	g	Rate of errors or failures.	
		Compliance with Requirement:	Explanation, if applicable:
	h	Test processes and procedures	
		Compliance with Requirement:	Explanation, if applicable:
8	During transition, it is expected that the Vendor will have the ability to accept all User Preference Database information from the previous provider as required in 47 C.F.R. § 64.604 - Mandatory minimum standards. Further, the information should be transferred in an ASCII delimited format or other format as approved by ACDHH. Will you comply? Please explain.		
		Compliance with Requirement:	Explanation, if applicable:
9	During transition, it is expected that the Vendor will include all information from the previous/current provider's database including the following non-standard information into their User Preference Database. Will you comply? Please explain.		
	a	"Would you like to receive the Arizona Relay Newsletter?"	
		Compliance with Requirement:	Explanation, if applicable:
	b	"Would you like to provide feedback about Arizona Relay once a year?"	
		Compliance with Requirement:	Explanation, if applicable:
	c	"Please indicate the best way to contact you. Address, e-mail, or phone, etc."	
		Compliance with Requirement:	Explanation, if applicable:
10	Will you agree that the data and record format of the User Preference Database is the property of the State of Arizona?		
		Compliance with Requirement:	Explanation, if applicable:
11	Will you provide a mechanism to enable any relay user, at the user's discretion, to enter a Personal Identification Number (PIN) that will access their personal preference information from any phone number? Will you provide the capability to allow the Relay user to change the PIN? Please explain.		
		Compliance with Requirement:	Explanation, if applicable:
12	For the end-of contract transition, it is requested that the Vendor support requested activities for technical, business and administrative function to ensure effective and efficient transition to ACDHH. Examples of these activities include a final project-debriefing meeting, organization and hand-off of project materials, documentation, electronic media, any final reports, updated work plans, and final invoices. Will you comply? Please explain.		
		Compliance with Requirement:	Explanation, if applicable:
13	One year prior to the end of the Contract, will you provide a "Transition-Out" plan? It is expected that the Plan will document and demonstrate how the Relay Center services and operations will be transferred to a potential new Vendor(s). The Vendor is expected to provide technical support to ensure a smooth, effective, reliable transition. The transition plan should include, but not be limited to the following:		
	a	Staffing concerns/issues.	
		Compliance with Requirement:	Explanation, if applicable:
	b	Communications between the Vendor and ACDHH.	
		Compliance with Requirement:	Explanation, if applicable:
	c	Security and system access, review and closeout as needed.	
		Compliance with Requirement:	Explanation, if applicable:
	d	Any data (User Preference Data), hardware/software and telecommunications requirements (toll free numbers) and setup, other general office needs.	



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		Compliance with Requirement:	Explanation, if applicable:
	e	Any final Training/Orientation of State staff or another State agent's staff.	
		Compliance with Requirement:	Explanation, if applicable:
	f	Knowledge transfer.	
		Compliance with Requirement:	Explanation, if applicable:
	g	Completion of tasks and any unfinished work plan items.	
		Compliance with Requirement:	Explanation, if applicable:
	h	Provision for the development and content of a checklist to document the Arizona's readiness to complete transition.	
		Compliance with Requirement:	Explanation, if applicable:
	i	Documentation of any risk factors and suggested solutions.	
		Compliance with Requirement:	Explanation, if applicable:
	j	Status reporting and meetings.	
		Compliance with Requirement:	Explanation, if applicable:
	k	Timing of transition.	
		Compliance with Requirement:	Explanation, if applicable:
	l	All documentation and data is current and complete with a hard and soft copy in a format prescribed by ACDHH.	
		Compliance with Requirement:	Explanation, if applicable:
	m	Outreach and Advertising Materials (including but not limited to designs, artwork, logos, and layouts) as well as all items associated with the Arizona Relay and any other related materials.	
Compliance with Requirement:		Explanation, if applicable:	
14	Within 30 days of contract award, will your TRS ensure that Relay users can request their carrier of choice either by direct request to the CA or automatically, via the information in the User Database?		
	Compliance with Requirement:	Explanation, if applicable:	
15	Within 30 days of contract award, will your TRS ensure that a direct request for a carrier of choice shall override the information in the User Database for the initial outbound call and consecutive outbound calls made in conjunction with the inbound call?		
	Compliance with Requirement:	Explanation, if applicable:	

Category 6: Compliance with Invoicing, Reporting, and Customer Billing Requirements

1	Does your Service include providing all Reporting Data as identified in Appendix A, <u>Arizona Relay Reporting Requirements Matrix</u> ?	
	Compliance with Requirement:	Explanation, if applicable:
2	Do you propose to bill for the Service based on usage? If so, describe your billing increments and how you handle rounding. For example, if a call goes past a six-second interval, does your system round up and invoice on the nearest six second interval? In other words, are 7 seconds billed as two six second intervals, and are 67 seconds billed as twelve six second intervals?	
	Compliance with Requirement:	Explanation, if applicable:
3	If the information is not noted by the user or by the User Preference Database, will your CA ask the Relay user his/her long distance or Intra-LATA toll carrier of choice for each call?	
	Compliance with Requirement:	Explanation, if applicable:
4	Handing Off the Call to the Appropriate COC – Are you able to pass a call to any carriers available at the Relay Center switch	



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	in order to enable equal access to the relay user's carrier of choice in a functionally and cost equivalent manner? Please explain.
	Compliance with Requirement: Explanation, if applicable:
5	Carrier Of Choice Availability – Will you submit a monthly report by the 15 th of the month (following activity) to ACDHH listing all carriers with a presence at the Relay Center switch? This list should be posted on the Arizona Relay Website for the convenience of relay customers. It is preferred that this report be in MS Word format. Will you do this? Please describe.
	Compliance with Requirement: Explanation, if applicable:
6	Carrier of Choice Not Available - If the inbound caller's carrier of choice is not available, it is expected that the Vendor will log the requested carrier and report it to ACDHH. The call may be placed by the Vendor, after asking if the Contractor's long distance or Intra-LATA service is acceptable to the inbound caller. Will you do this?
	Compliance with Requirement: Explanation, if applicable:
7	It is expected that long distance and toll calls placed and billed by the Relay Contractor through the Relay service will be discounted by 50 percent off of the otherwise applicable rate for a voice, non-relay call, except in the case that the calling or called party indicate that either party is both hearing and visually impaired. In that case, it is expected that the call will be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. These discounts would apply only to time-sensitive elements of a charge for the call and not to per-call charges (such as a credit card surcharge). Casual user charges or other additional charges should not apply and should not be charged to the caller. Do you agree to comply with this? Please explain.
	Compliance with Requirement: Explanation, if applicable:
8	Toll Calls: If a call is free on a direct call, it should be free on a Relay call. Conversely, if a call is a toll call on a direct call, the same toll charges should be applied to a relay call. Do you comply with this? Please explain.
	Compliance with Requirement: Explanation, if applicable:
9	Inbound International Calls – Do you provide international access to calls into Arizona Relay when the inbound caller is outside the United States? Please describe the protocol for receiving and processing such calls.
	Compliance with Requirement: Explanation, if applicable:
10	Land-line Flat Rate Calling Plans – Do you ensure that a customer having an expanded flat rate calling plan is able to place calls through the Arizona Relay to points within the expanded local calling area without incurring any charge for the call? Please explain.
	Compliance with Requirement: Explanation, if applicable:
11	Cellular Flat Rate Calling Plans – Do you ensure that flat rate plans purchased by cellular users accessing Arizona Relay, should be local calls, and will not incur any additional charges? (These types of calls are identified by call codes 60, 61, 62, or by users stating that they are on a cell phone). Please explain.
	Compliance with Requirement: Explanation, if applicable:
12	Wireless Text Messaging Flat Rate Plans – It is expected that the Vendor will ensure that flat rate plans purchased by wireless users will enable them to access Arizona Relay without incurring any additional charge. This should include, but not be limited to, access to Arizona Relay via text pager, Personal Data Assistant (PDA), or other wireless devices able to initiate and receive text messaging. Do you comply? Please explain.
	Compliance with Requirement: Explanation, if applicable:
13	System Billing Process – Will you provide call detail record generation that will be automated and available for audit and real time monitoring by ACDHH or its designee? Please describe.
	Compliance with Requirement: Explanation, if applicable:
14	Billing Account Codes – It is expected that the call billing system will work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system is expected to generate all required billing data on appropriate media in order to provide for printing the appropriate rate on the caller's regular telephone bill. The call should be designated as a relay center call, and will require the caller to pay said amount with the caller's regular telephone bill payment. The call billing system is expected to be automated, with no hand-written tickets or call tickets. Will your system comply with this? Please describe.
	Compliance with Requirement: Explanation, if applicable:



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15	Does your system require that a caller provide NPA/NXX type information to identify the caller's local calling area, if that information is not delivered to the Vendor's network to distinguish local calls from toll calls and allow for faster call set-up? Please explain.
	Compliance with Requirement: Explanation, if applicable:
16	In your system, does the billing account record shall contain, but not be limited to, the following information? Please provide explanation.
	a Telephone number or credit/calling card number to be billed (NPA-prefix-line number).
	Compliance with Requirement: Explanation, if applicable:
	b Originating telephone number (NPA-prefix-line number).
	Compliance with Requirement: Explanation, if applicable:
	c Terminating telephone number (NPA-prefix-line number).
	Compliance with Requirement: Explanation, if applicable:
	d Date of call.
	Compliance with Requirement: Explanation, if applicable:
	e Start time: Defined here as the actual time the calling party is initially connected to the called party or to an answering machine at the called party's number, or intercept message for the called number.
Compliance with Requirement: Explanation, if applicable:	
f End time: Defined here as the time when either the called party or the calling party hangs up.	
Compliance with Requirement: Explanation, if applicable:	
17	It is expected that all invoices will be submitted monthly no later than 15 calendar days after the end of the invoice period and include the following information: name and address of ACDHH, Vendor's name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, Invoice Period, Invoice Date, Invoice Number, Amount Due and the Purchase Order Number(s) being billed. It should be understood that invoices submitted without the required information will not be processed for payment until the Vendor provides the required information. Do you understand and comply?
	Compliance with Requirement: Explanation, if applicable:
18	Are local calls free? If not, please explain.
	Compliance with Requirement: Explanation, if applicable:
19	It is highly desirable that callers not be billed for calls that are 50 miles or less from the caller's serving LEC central office to the in-state called party's serving LEC central office. Such calls should be termed "local" and should be free to the caller regardless if they are intra-LATA or inter-LATA. Do you comply? If an Offeror is not capable of providing this desirable 50 mile free calling feature, its proposal may offer alternative options.
	Compliance with Requirement: Explanation, if applicable:
20	Does your TRS provide Toll Call Access and Rate, whereas, the Supplier, (as defined in 47 CFR Part 64) for inter-LATA and intra-LATA toll call access to the Relay Center for calls that originate or terminate in Arizona or made by Arizona residents using the long distance carrier of choice for inter-LATA and intra-LATA calls, at no greater than the rate for those same types of calls that can be made without a relay service?
	Compliance with Requirement: Explanation, if applicable:
21	Does your TRS allow Relay users to invoke optional services for which he/she has already paid the local phone company, on the phone line being used to dial into the relay center, without being required to perform any additional steps or interaction?
	Compliance with Requirement: Explanation, if applicable:

Section 2: Captioned Telephone Service (CTS)



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Category 1: FCC and State of Arizona CTS Minimum Standards

1	Do your proposed CTS Services adhere to all provisions, standards and other requirements identified in <u>FCC Mandatory Minimum Standards as Found in CFR §64.604</u> that are NOT identified in "FCC Waivers for Captioned Telephone Services (CTS)" therein as being inapplicable to such Services?
	Compliance with Requirement: Explanation, if applicable:
2	Does your CTS Service operate in an alternative fashion that is different than traditional, speech recognition-based CTS? If so, please describe the differences.
	Compliance with Requirement: Explanation, if applicable:
3	Does your Service include CTS for both English and Spanish relay callers?
	Compliance with Requirement: Explanation, if applicable:
4	Does your Service include testing of Communication Assistant applicants and/or trainees before they begin handling live CTS calls? If so, provide a description of such testing.
	Compliance with Requirement: Explanation, if applicable:
5	Does your Solution include re-testing of its Communication Assistants? If so, how often?
	Compliance with Requirement: Explanation, if applicable:
6	Does your Solution allow ACDHH to verify and analyze training and test proficiency results without violating personnel confidentiality? If so, please describe how the records will be maintained.
	Compliance with Requirement: Explanation, if applicable:
7	If your Solution includes speech-to-text technology, is proficiency testing of each captioned telephone Communication Assistant based on an auditory test (not written) that reflects a conversational rate of speaking and correcting text with results being a minimum average of 125 words-per-minute?
	Compliance with Requirement: Explanation, if applicable:
8	Does your Solution include captioned telephone Communication Assistants that can demonstrate and maintain an average accuracy rate of 98% during proficiency testing?
	Compliance with Requirement: Explanation, if applicable:
9	Will your firm provide a copy of its Confidentiality Policy related to your Service to ACDHH or any upon request?
	Compliance with Requirement: Explanation, if applicable:
10	Does your Solution include a policy for reviewing alleged violations of confidentiality? All violations shall be reported to the ACDHH monthly.
	Compliance with Requirement: Explanation, if applicable:
11	Will your firm establish and maintain its own CTS Customer Profile database of call set-up and handing preferences on behalf of Arizona CTS users and called parties?
	Compliance with Requirement: Explanation, if applicable:
12	Does your CTS Customer Profile query the database for each inbound call and again for each outbound call automatically providing to the CTS CA the information in the user's profile related to inbound and outbound call preferences?
	Compliance with Requirement: Explanation, if applicable:
13	Does your CTS Customer Profile include the following fields?
a	User's primary telephone number including area code
	Compliance with Requirement: Explanation, if applicable:
b	User's password for updating Profile information.
	Compliance with Requirement: Explanation, if applicable:



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	c	Preferred long distance providers for both inbound and outbound CTS calls.
		Compliance with Requirement: Explanation, if applicable:
	d	Call blocking of outbound pay-per-use and 900/976 call types as well as blocking of five (5) specific numbers.
		Compliance with Requirement: Explanation, if applicable:
	e	Caller ID blocking of the caller's number.
		Compliance with Requirement: Explanation, if applicable:
	f	Language preference (English or Spanish).
		Compliance with Requirement: Explanation, if applicable:
14	g	Relay background noise (yes/no).
		Compliance with Requirement: Explanation, if applicable:
	Does your Solution handle emergency calls differently from traditional TRS relay? If so, please describe each type of emergency call handling situation and how they are addressed by the CTS provider.	
	Compliance with Requirement: Explanation, if applicable:	

Category 2: Technical and Operational Areas of CTS, including call types, calling features, emergency calls, redundancy, TSP designation, and emerging relay technology

1	In addition to all minimum standards and regulations relating to FCC Regulations for the Provision of Telecommunications Relay Services (TRS) found in 47 C.F.R.64.601 through 64.604, the Vendor shall adhere to all state minimum requirements that further define or expound on the FCC relay standards. It is the responsibility of the Vendor to ensure adherence to these requirements and to remain abreast of and comply with any changes that may affect provision of CTS in the State of Arizona. If there is a conflict in the stringency of a regulation between the FCC Rules and the state minimum standards required by this RFP, the more stringent regulation is to be followed.	
	Do your CTS meet this requirement? If yes, in Column B, provide the detail of how you meet this requirement.	
	Compliance with Requirement: Explanation, if applicable:	
2	Will your firm provide documentation to prove that all of its and/or its subcontractor's associated circuits that are utilized to process calls in any current or future CTS Relay Center owned or operated by the Vendor participates in the Telecommunications Service Priority Program (TSP) with a minimum priority level assignment of 3?	
	Compliance with Requirement: Explanation, if applicable:	

Category 3: Functional Standards and Customer Relations, including relay user input, documentation of feedback, and complaint resolution

1	Does your Service include maintaining a log of consumer complaints (aka Consumer Complaints Log) including all complaints about CTS in the state, whether filed with the CTS provider or ACDHH, and retaining the log until the next application for certification is granted?	
	Compliance with Requirement: Explanation, if applicable:	
2	Will the CTS' Consumer Complaints Log include the following data at minimum?	
	a	The date the complaint was filed.
		Compliance with Requirement: Explanation, if applicable:
	b	The nature of the complaint.
		Compliance with Requirement: Explanation, if applicable:
	c	The date of resolution.



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	Compliance with Requirement:	Explanation, if applicable:
d	An explanation of the resolution.	
	Compliance with Requirement:	Explanation, if applicable:
3	Does your Service include submitting a printed and electronic copy of the Consumer Complaints Log to ACDHH no later than 3 weeks prior to the FCC deadline for submission?	
	Compliance with Requirement:	Explanation, if applicable:
4	Does Vendor agree to provide at least one (1) person to function at all times as a Customer Service representative.	
	Compliance with Requirement:	Explanation, if applicable:
5	Will your Customer Service Team meet with ACDHH on a monthly basis to discuss Arizona specific customer complaint issues?	
	Compliance with Requirement:	Explanation, if applicable:
6	Will your Service include providing the Department with customer contact information (if given), CA number, date, and time, nature of complaint, and resolution or immediate steps taken toward a resolution, for each complaint received?	
	Compliance with Requirement:	Explanation, if applicable:
7	Will you forward all information received regarding each complaint (not a summary) to ACDHH within 30 hours of receiving the complaint?	
	Compliance with Requirement:	Explanation, if applicable:
8	If a Relay Customer complaint contains multiple issues, do the CTS include documenting, answering, and tallying each issue individually within the customer complaint report?	
	Compliance with Requirement:	Explanation, if applicable:

Category 4: CTS End-User Equipment Compatibility

1	Does your Service require end-user equipment that is different than that required by traditional, speech recognition-based CTS? If so, please describe how the equipment is different and provide a description of the display telephone to be used.	
	Compliance with Requirement:	Explanation, if applicable:
2	Does your Solution include proprietary equipment? If so, please list the following items for each:	
a	Make.	
	Compliance with Requirement:	Explanation, if applicable:
b	Model.	
	Compliance with Requirement:	Explanation, if applicable:
c	Physical characteristics.	
	Compliance with Requirement:	Explanation, if applicable:
d	Environmental requirements.	
	Compliance with Requirement:	Explanation, if applicable:
e	Individual features and limitations as applied to your Solution.	
	Compliance with Requirement:	Explanation, if applicable:
3	Does your firm provide CTS equipment to the public? If so, please describe the distribution process, including any consumer qualification requirements.	
	Compliance with Requirement:	Explanation, if applicable:



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4	Does your Solution include CTS display telephones that are compatible with the CapTel phones already in use by Arizona CTS users? If so, please provide an explanation of compatibility of your CTS solution with CapTel® phones already distributed and in use by Arizona CTS users.
	Compliance with Requirement: Explanation, if applicable:
5	Does your Solution provide CTS display telephones in both one-line and two-line applications? If so, please provide a detailed description of both applications.
	Compliance with Requirement: Explanation, if applicable:

Category 5: Transition Requirements

1	The CTS Vendor is expected to have a transition plan for assuming responsibility for Arizona captioned telephone relay calls by providing all services beginning no later than April 1, 2012. Will you meet this requirement? Please explain.
	Compliance with Requirement: Explanation, if applicable:
2	It is expected that CTS Vendor(s) will develop a plan for transitioning service from the incumbent to the Supplier's network, and build into the timetable up to fourteen business days for the State of Arizona to complete an 'acceptance review' before a cut-over to the new service. Will you meet this requirement? Please explain.
	Compliance with Requirement: Explanation, if applicable:
3	If awarded a contract, will you provide a proposed transition plan within twenty (20) calendar days after Contract award(s), including, at minimum, the following? Please provide any detail necessary to explain:
	a Contact information for the senior management persons who have the authority to make decisions for the Contractor(s).
	Compliance with Requirement: Explanation, if applicable:
	b Contact information for key Contractor(s) staff involved in the ongoing management and/or transition of the Service. ACDHH reserves the right to contact the staff in these positions at its sole discretion. Any changes in personnel in these positions will be reported in writing to ACDHH within 10 days of a change.
	Compliance with Requirement: Explanation, if applicable:
	c A time-line to identify critical implementation dates of major steps for the implementation process. Such dates are from contract award through full implementation and include all testing and verification of call processing.
	Compliance with Requirement: Explanation, if applicable:
	d Documentation of any network transition, if applicable.
	Compliance with Requirement: Explanation, if applicable:
	e Affirmation that you will satisfy all legal regulations and requirements.
	Compliance with Requirement: Explanation, if applicable:
	f Plans for obtaining office space, furniture, equipment, telephone and data lines.
	Compliance with Requirement: Explanation, if applicable:
	g Plans for the transfer and organization of documentation.
	Compliance with Requirement: Explanation, if applicable:
	h Plans for the transfer of electronic data, such as User Preference Data.
	Compliance with Requirement: Explanation, if applicable:
	i Plans for the establishment or termination of contracts for other services.
	Compliance with Requirement: Explanation, if applicable:
	j Plans to enable or disable logon IDs for the User Preference Database or Multiple User Preference database.
	Compliance with Requirement: Explanation, if applicable:



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	k	Plans for training staff and positioning them for implementation.
		Compliance with Requirement: Explanation, if applicable:
	l	Risk analyses and proposed solution(s), and assessment(s) for the transition.
		Compliance with Requirement: Explanation, if applicable:
	m	Plan for the transfer of calls to/from existing relay centers.
		Compliance with Requirement: Explanation, if applicable:
	n	An end-to-end performance testing period.
		Compliance with Requirement: Explanation, if applicable:
	o	Hardware and/or software tools.
		Compliance with Requirement: Explanation, if applicable:
	p	Hardware and Software platforms utilized.
		Compliance with Requirement: Explanation, if applicable:

Category 6: Compliance with Invoicing, Reporting, and Customer Billing Requirements

1	Does your Proposal include a description of your Service's methodology for ensuring that all CTS calls are billed to the appropriate state? If so, please identify it.
	Compliance with Requirement: Explanation, if applicable:
2	Does your Service include billing of Arizona Relay CTS calls based on a Dialed Number Identification Service (DNIS)?
	Compliance with Requirement: Explanation, if applicable:
3	Does your Service have the ability to calculate billing by the user's automatic number identification (ANI), rather than the serial numbers of the equipment used by the CTS user?
	Compliance with Requirement: Explanation, if applicable:
4	Does your Solution bill ACDHH for interstate CTS calls or for any CTS calls where neither the initiating nor the terminating number is located within Arizona? Exceptions to this are limited to 51% of outgoing toll free calls or 11% of two-line CapTel calls where the location of the terminating second line's called number cannot be identified as interstate or intrastate.
	Compliance with Requirement: Explanation, if applicable:
5	Does your Service include billing captioned telephone calls, where toll charges are indicated, to any carriers to enable the CTS user's carrier of choice to bill for the call in a functionally and cost equivalent manner?
	Compliance with Requirement: Explanation, if applicable:
6	Will your firm submit an updated list, on a quarterly basis to ACDHH listing all carriers available to Arizona CTS users? This list will be posted on the Arizona Relay Website for the convenience of relay customers. This report shall be in MS Word format.
	Compliance with Requirement: Explanation, if applicable:
7	Do you propose to bill for the Service based on usage? If so, describe your billing increments and how you handle rounding. For example, if a call goes past a six-second interval, does your system round up and invoice on the nearest six second interval? In other words, are 7 seconds billed as two six second intervals, and are 67 seconds billed as twelve six second intervals?
	Compliance with Requirement: Explanation, if applicable:
8	Does your Solution allow free CTS calls if a call is free on a direct call?
	Compliance with Requirement: Explanation, if applicable:
9	Does your Solution allow for the same toll charges on a direct call as to a CTS call?



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	Compliance with Requirement:	Explanation, if applicable:
10	Does your Service include providing all Reporting Data as identified in Appendix A, <u>Arizona Relay Reporting Requirements Matrix</u> ?	
	Compliance with Requirement:	Explanation, if applicable:
11	Does your Solution have the ability to segregate, calculate, and report daily answer speed and call abandonment specifically for Arizona CTS users?	
	Compliance with Requirement:	Explanation, if applicable:



Appendix A

Arizona Relay Reporting Requirements Matrix

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State Procurement Office
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Phoenix, AZ 85007

Description: Arizona Relay Services

Required reporting data from TRS Center's CDR and any other data collection source used by selected Vendor focusing on the following areas. The State will determine which reports are needed and the frequency for each report.

Type of Report	Traditional TRS				Captioned Telephone Service					Both
	Excel Format				Excel Format				Charts/ Graphs	
	Daily	Monthly	Quarterly	Annual	Daily	Monthly	Quarterly	Annual	Semi Annual	Annual
Performance										
Call Volume Analysis										
Call Percentages										
Conversation Minutes										
Session Minutes										
Billable Minutes										
Customer Contacts										
NPA/NXX Activity										
Call Center Location Breakdown										
Percentage Calls Primary Center	√	√		√						√
Percentage Calls Alternate Centers	√	√		√		√				√
Others										
Marketing Staff										
Outreach Specialist #1 - Outreach Activity		√								√
Outreach Specialist #2 - Outreach Activity		√								√
ASL/Translator/Interpreter Activity	√	√								
Carrier of Choice Availability										



Appendix B

Service Level Agreements

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Description: Arizona Relay Services

Performance Standard	Measurement	Measurement Period	% Level	Remedy
Answer Time	% of calls answered in 10 seconds or less	Daily	85%	\$1,000/1%
Abandoned Call Rate	Abandoned Calls/ Total Calls	Monthly	1%	\$500/1%
Blocked Call Rate	Rate of calls blocked between the LEC and the TRS facility	Daily	1% (P.01)	\$1,000/1%
FCC Complaint Resolution	Resolution time for complaints related to FCC minimum standards <=180 days	Per complaint	100%	\$1,000/complaint
Non-FCC Complaint Resolution	Resolution time for complaints not related to FCC minimum standards <=30 days	Per complaint	100%	\$250/complaint
Primary AZRS Call Handling	60% of calls handled by Primary Center	Daily	100%	\$500/1%
TRS Call Handling	60% of calls handled by Primary Center	Daily	100%	\$(2 x # of calls not fully handled by Primary AZRS center/total calls) x unreduced monthly bill
Commencement of CTS Operation	% of CTS calls handled by CTS Supplier	Daily	100%	\$(2 x # of calls not fully handled by CTS Supplier/total calls) x unreduced monthly bill



Exhibit 1 Sample Performance Bond

State of Arizona
State Procurement Office
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Description: Arizona Relay Services

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20_____, for the material, service or construction described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal _____ Seal

By _____

Surety _____ Seal

By _____

Agency of Record _____